

405-10s Relocation File
Cornell Dubilier Electronic Superfund Site
COFF TrfRHA
Ret WNRC
PERMANENT DO NOT DESTROY

Cornell Dubilier Electronic Superfund Site
Hamilton Industrial Park
333 Hamilton Boulevard, South Plainfield, NJ
SPRING COIL BEDDING, INC.
Building 1

Cornell

333036



BUSINESS RELOCATION INTERVIEW SUMMARY

Spring Coil Bedding
22 March 2006 at 8:00 a.m.
Tom Salgo

1. Do you plan to reestablish this business? Yes
2. What are your replacement site requirements (size, location, zoning, features, etc.)?
 - Current lease is for 27,000 square feet of space.
 - Zoning needs to be commercial.

1 Level
— cement floor

HT 10 Any
split into 4
8 truck - 1000
3. Are there any outstanding contractual obligations that would be affected by a move?
 - Yes, current lease expires in July 07; they then have option to renew for an additional year.
 - Requested a copy of lease and equipment list be provided.

option on
5 year
4. What is the financial capacity of the business to accomplish this move?
 - Unknown at this time.
5. Do you need outside specialists for move planning, actual move completion, machinery re-installation? Any preferred companies?
 - Yes. Machinery will need either specialty company or manufacturer to remove, move, and reinstall. Some concerns expressed about recalibration by Mr. Salgo.
6. Identification of real property v. personal property (list equipment and machinery and identify status of each). Do you expect to move all of the personal property to the new site? *yes*
 - All personal property anticipated to be moved; no real property identified. —
7. What is the estimated time required for business to vacate this site?
 - Anticipate 4-6 months but not really sure.

8. What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any replacement sites?

- Unknown; have not been looking at replacement sites.
- New site will require extensive air and electric. Must have concrete floor. Show room area also present at this location.

9. Do you anticipate any advance relocation payments will be required? Unknown.

Chris Milligan
GLORIA HAWKINS / CHRIS MILLIGAN

Tom Salgo
TOM SALGO (signature & date)

SPRING COIL BEDDING

333 HAMILTON BLVD. SOUTH PLAINFIELD, N.J. 07080

908-791-0411 FAX 908-791-0477

MACHINERY:

Mitsubishi Sewing Machine L52-1130

Siruba Flange Sewing Machine 747-D

Porter Sewing Machine BS 401-500

Triko Sewing Machine T-750

Porter Flange Sewing Machine

Sew Master Repair Panels

Union Special Sewing Machine

Siruba Sewing Machine 755-D

Porter Sewing Machine PFM 517

Enco 900 Quilting Machine (Computerized)
(New computer board and chips)

Enco 8413 Quilting Machine

Gribetz Tack & Jump Lock Stitch Quilting Machine (Computerized)

James Cash – Panel Cutter K10H

James Cash – Panel Cutter K10H

Porter Eyelet Border Double Sided Surger

S Anderson Crete Opener

Nanoia Bayler

SPRING COIL BEDDING

p.2

Tape Edge Machine with Singer Sewing Machine #300W03 (cemented to floor)

3- James Cash - Motorized Table for Tape Edge Machine with Singer Sewing Machine

Gribetz Packing Machine plus Computer

Hytrol Electric Conveyor (Motorized -190Acc)

15-20 Air Hoses

Eastman Paceman Spreader & Huge Table P-64015-96

Clarke Floor Sweeper 114r5

Yale Hi Lo

Clarke Hi Lo

Singer 281x5 Repair Panel Serge Machine

2 Ryobi Table Saws

2 Husky B/U Air Compressor 242-50

Ingersoll Rand – Air Compressor 242-50

Walkinson Heat Exchange Fan Wa A H 0035

4 Mattress Tables

4 Box Tables

Huge amount of conveyors & large with electric motorized feeder

20 Pedaltal style Fans 10203

20 Special Mattress Carts

SPRING COIL BEDDING

P.3

OFFICE EQUIPMENT:

4 Computers by Dell

3 Computer Printers

Ricoh Copier Machine PT4727

Lexmark Fax Machine #4200

6 Desks and chairs

12 file cabinets

2 Air Conditioners

A new toilet was put in \$500

Showroom was completely renovated with carpet and shelves and decorated by a Decorator. Had to be done special with sanding floors and gluing down the carpet

New heater blower were put in paid by us

Alarm System installed

Pager System installed

New phone system

DSL Cable

New garage door installed in back of factory

New loading dock doors installed with electric motors, as well as masonry work

INDEX TO LEASE
BETWEEN
DSC OF NEWARK ENTERPRISES, INC. AND SPRING COIL BEDDING, INC.

<u>Article</u>		<u>Page</u>
01	Payment of Rent	01
02	Repairs and Care	01
03	Compliance with the Laws	01
04	Failure to Comply with the Laws	01
05	Assignment	01
06	Alterations, Improvements	01
07	Fire and Other Casualty	02
08	Inspection and Repair	02
09	Right to Exhibit	02
10	Vacancy or Eviction	02
11	Repairs of Damages	02
12	Sidewalks, Driveways, Yards, Etc.	02
13	Signs	02
14	Non-Liability of Landlord	03
15	Default of any Covenants	03
16	Priority of Mortgage	03
17	Security	03
18	Security Deposit Mortgaged, Assigned, Etc.	03
19	Fire Insurance	03
20	Remedies Tenant's Default	03
21	Miscellaneous Additional Charges	04
22	Creation of Fire Hazards	04
23	Removal of Tenant's Property	04
24	Non-Waiver by Landlord	04
25	Tenant's Continued Liability	04
26	Eminent Domain	05
27	Tenant's Obligation to pay Rent	05
28	Delay in Occupancy	05
29	Subordination of Lease	05
30	Warranty as to Broker	05
31	Utilities	05
32	Access to Premises	05
33	Attorney's Fees	05
34	Increase of Taxes	05
35	Breach of Covenant	06
36	Damage to Premises	06
37	Liability Insurance	06
38	Telegraph Service Charge	07
39	Loss or Damage Caused by Fire or any Other Risk	07
40	Landlord's Options	07
41	Examination of Premises	07
42	Late Fees	07
43	DELETED	07
44	Heat	07
45	Minimum Rent	07
46	ISRA	07
47	Option	08
48	Landlord Signature	08

THIS AGREEMENT, between DSC OF NEWARK ENTERPRISES, INC., a Delaware Corporation, having a mailing address at 70 Blanchard Street, in the City of Newark, and the County of Essex and the State of New Jersey, 07105, as Landlord, and Spring Coil Bedding, Inc., a New Jersey corporation, having a mailing address 51 Everett Dr., West Windsor, NJ 08550 as Tenant,

WITNESSETH: The Landlord has let unto the Tenant and the Tenant has hired from the Landlord, the following premises: Building #1 as designated by Landlord, 333 Hamilton Boulevard, South Plainfield, New Jersey commonly referred to as Hamilton Industrial Park, for the term of five (5) years to commence from the 1st day of July, 2002 and to end on the 30th day of June, 2007 to be used and occupied only for manufacturing of mattresses, bedding and furniture, and, sales, executive and administrative offices, upon the condition and covenants following:

ARTICLE 1: PAYMENT OF RENT

The Tenant covenants and agrees to pay to the Landlord, the rent in the following manner: From 7/1/02-6/30/03: \$99,000.00 (ninety nine thousand dollars) annually, payable \$8,250.00 on the execution and delivery of this Agreement in payment of the first month's rent, and \$8,250.00 on the first day of each and every month thereafter, payable without demand; From 7/1/03-6/30/04: \$101,970.00 (one hundred one thousand nine hundred seventy dollars) annually, payable \$8,497.50 on the first day of each and every month without demand; From 7/1/04-6/30/05: \$105,029.10 (one hundred five thousand twenty nine dollars and ten cents) annually, payable \$8,752.43 on the first day of each and every month without demand; From 7/1/05-6/30/06: \$108,180.00 (one hundred eight thousand one hundred eighty dollars) annually, payable \$9,015.00 on the first day of each and every month without demand; From 7/1/06-6/30/07: \$111,425.40 (one hundred eleven thousand four hundred twenty five dollars and forty cents) annually, payable \$9,285.45 on the first day of each and every month without demand

ARTICLE 2: REPAIRS AND CARE

The Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs other than roof repairs and structural repairs which are not made necessary by any use or misuse of the Tenant, its employees, agents, and invitees, and at the end or their expiration of the term, shall deliver the rented premises in good order and condition, damages by the elements excepted.

The landlord represents and warrants that as of the commencement of the lease, the heating, electrical, sprinkler and plumbing systems are in good working order and that prior to commencement of the lease, it shall repair the loading dock door and broken windows.

ARTICLE 3: COMPLIANCE WITH LAWS, ETC.

The Tenant shall promptly comply with all laws, ordinances, rules, directives, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to the leased premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with the leased premises during the term of the lease; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

ARTICLE 4: FAILURE TO COMPLY WITH LAWS, ETC.

In case the Tenant shall fail or neglect to comply with these statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's agents may enter and make the repairs and comply with any and all of the statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

ARTICLE 5: ASSIGNMENT

The Tenant shall not assign this lease, or sublet or sublease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any purpose deemed disreputable or extra hazardous on account of fire, under penalty of damages and forfeiture without Landlord's consent which shall not be unreasonably withheld.

ARTICLE 6: ALTERATIONS, IMPROVEMENTS

No alterations, additions, or improvements shall be made in or attached to the leased premises without the consent of the Landlord (which shall not be unreasonably withheld) in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

ARTICLE 7: FIRE AND OTHER CASUALTY

In case of damage, by fire or other cause, to the building in which the leased premises are located, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall decide not to rebuild within nine months from the date of damage, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. If the building is totally destroyed, Tenant has right to terminate the lease upon written notice to Landlord and Landlord has right to terminate the lease upon written notice to Tenant. In all other cases where the leased premises are damaged by fire, the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered any portion of the premises untenable, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustments of insurance and other causes beyond Landlord's control.

ARTICLE 8: INSPECTION AND REPAIR

Tenant agrees that the Landlord and Landlord's Agents, and other representatives, shall have the right to enter the premises, or any part thereof, upon reasonable notice, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations as may be necessary for the safety and preservation thereof, but Landlord shall not be obligated to make such inspections.

ARTICLE 9: RIGHT TO EXHIBIT

The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same upon reasonable notice, and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of the premises, or any part thereof, offering the premises, "To Let" or "For Sale", and the Tenant hereby agrees to permit the signs to remain on the premises without hindrance or molestation.

ARTICLE 10: VACANCY OR EVICTION

Should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor, and re-let the premises as the Agent of the Tenant and receive the rent, applying the same, first to the payment of such expenses as the Landlord may have to in re-entering and then to the payment of the rent due by Tenant; Tenant shall remain liable in advance for the entire deficiency to be realized during the term of re-letting. Landlord has obligation to mitigate.

ARTICLE 11: REPAIRS OF DAMAGES

Landlord may replace, at the expense of Tenant, any and all broken glass in and about the premises. Landlord may insure, and keep insured, all plate glass in the premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by the Landlord to Tenant at such time as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the premises, caused by the carelessness, negligence or improper conduct on the part of the Tenant or the Tenant's Agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

ARTICLE 12: SIDEWALKS, DRIVEWAYS, YARDS, ETC.

The Tenant shall neither encumber, nor obstruct the sidewalks, driveways, yards and grounds, entrance to or halls and stairs of the building, nor allow same to be obstructed or encumbered in any manner.

ARTICLE 13: SIGNS

The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever, including a real estate brokerage sign, at, in or about the entrance to the premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord or Landlord's representatives. If the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or about the premises or the building wherein the sign is situated, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

ARTICLE 14: NON-LIABILITY OF LANDLORD

It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, fire, ice or snow, or any leak or flow from or into any part of the building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

ARTICLE 15: DEFAULT OF ANY COVENANTS

If default be made in any of the covenants of this agreement, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, repossess and enjoy.

ARTICLE 16: PRIORITY OF MORTGAGE

That this lease shall not be a lien against these premises in respect to any mortgages that are now on or that hereafter may be placed against premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable further to affect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of canceling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

ARTICLE 17: SECURITY

The Tenant will deposit with the Landlord the sum of \$24,750.00* as security on execution of leases, for the full and faithful performance by the Tenant of all of the terms and conditions of Tenant's part to be performed, which sum shall be returned to the Tenant without interest after the time fixed as the expiration of the lease term, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on this Tenant's part to be performed. In the event of a bonafide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security, and the Tenant agrees to look to the new Landlord solely for the return of the security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

*Represents three months rent. The deposit at no time will be less than three months rent during the term or for any renewals, options, extensions, or expansions.

ARTICLE 18: SECURITY DEPOSIT MORTGAGED, ASSIGNED, ETC.

The security deposit under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

ARTICLE 19: FIRE INSURANCE

It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord, the Landlord may, if the Landlord so elects, at any time thereafter

terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and giving of such notice, this lease and the term thereof shall terminate and come to an end.

ARTICLE 20: REMEDIES TENANT'S DEFAULT

Subject to Paragraph 25, it is expressly understood and agreed that in case the premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made and the Tenant fails to cure such default within ten days (not applicable to rent payment) in the performance of any of the covenants and agreements in this lease on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or any and all their Departments and Bureaus, applicable to the premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to Tenant five days' notice in writing of the Landlord's intention to do so, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the new date were the date originally fixed in this lease for its expiration. Such notice may be given by mail to the Tenant addressed to the leased premises. All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the devised premises.

ARTICLE 21: MISCELLANEOUS ADDITIONAL CHARGES

The Tenant shall pay to the Landlord the rent or charge, which may, during the lease term, be assessed or imposed for the water used or consumed in or on the premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed (applicable to sewage disposal and fire line charges, if any), and will also pay the expenses for the setting of a water meter in the premises should the latter be required. If such rent or charges or expenses are not so paid, the same shall be added to the next month's rent thereafter to become due.

ARTICLE 22: CREATION OF FIRE HAZARDS

The Tenant will not nor will the Tenant permit under tenant or other persons to do anything in the premises, or permit anything to be brought into the premises or to be kept therein, which will in any way materially increase the rate of fire insurance on the premises, nor use the premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an material increase in the rate of fire insurance on the building, and the Tenant agrees to pay on demand any such increase.

ARTICLE 23: REMOVAL OF TENANT'S PROPERTY

If after default in payment of rent or violation of any other provision of this lease, or the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such default, removal, expiration of lease, or vacates the premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the Tenant and shall become the property of the Landlord. Landlord acknowledges that the Tenant's equipment will be leased and financed. Accordingly and notwithstanding anything to the contrary herein, Landlord hereby agrees to waive its lien on any such equipment. Landlord shall permit the financing company to remove such equipment upon reasonable notice, provided that rentals are current to date of removal.

ARTICLE 24: NON-WAIVER BY LANDLORD

The failure of the Landlord to insist strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver of relinquishment for the future of any such covenant, condition or option, but the same shall be and remain in full force and effect.

ARTICLE 25: TENANT'S CONTINUED LIABILITY

In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by

summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term; such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained, or at the Landlord's option, in advance for the entire deficiency to be realized during the term of re-letting. Landlord must mitigate.

ARTICLE 26: EMINENT DOMAIN

If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of the lease. No part of any award shall belong to the tenant.

ARTICLE 27: TENANT OBLIGATION TO PAY RENT

This lease and the obligation of Tenant to pay rent and perform all of the other covenants and agreements on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency, or by strikes, accidents, or by any circumstances or causes beyond the Landlord's control.

ARTICLE 28: DELAY IN OCCUPANCY

Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of that premises are not ready for occupancy, or because a prior Tenant is wrongfully holding over or any other person is wrongfully in possession or because of any other reason; in such event the rent shall not commence until possession is given or is available, but the term of the lease shall not be extended.

ARTICLE 29: SUBORDINATION OF LEASE

This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which the premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord further to effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

ARTICLE 30: WARRANTY AS TO BROKER

Tenant represents and warrants to Landlord that David Cooper of Cooper Realty was solely responsible in bringing about this agreement of lease and Landlord relies upon this representation. Landlord will pay the broker's commission.

ARTICLE 31: UTILITIES

No utilities or services are to be provided by Landlord other than those specifically set forth in this agreement. Electric current for any heater or sprinkler system apparatus, door motors, lighting and exit signs in common adjoining area (if any) is to be supplied and paid for by the Tenant.

ARTICLE 32: ACCESS TO PREMISES

Access to premises is to be in common with other occupants of the buildings on the property subject to Landlord's rules and regulations thereon from time to time.

ARTICLE 33: ATTORNEY'S FEES

The Tenant agrees to pay as additional rent, all attorney's fees at the rate of \$150.00 per hour and other expenses, including but not limited to Landlord's employees time at the rate of \$40.00 per hour per individual with a minimum of \$100.00 per court appearance for each individual all as incurred by the Landlord in enforcing any of the Tenant's obligations under this lease.

ARTICLE 34: INCREASE OF TAXES

Should the total taxes levied on Landlord's said property increase during the term of this lease or any renewed term thereof, over taxes for 2001 then Tenant agrees to pay increase in taxes as additional rent. Such increase shall be computed and determined on the basis of the proportion which the square foot area of the demised premises bears to the total building square foot area of Landlord's property available for leasing. Tenant's portion is 12.57%. Such amount shall be paid within five (5) days after demand therefor by Landlord and shall be collectible as part of rent. In the event a reduction of the Landlord's property available for rental occurs for any reason after the base year, the computation of the charges due under this lease will be based on an assessment that will not reflect the reduction of property, nor will the Tenant's percentage of space rise as a result of the diminution. The taxes for the year during and following any reduction of rentable area will be considered to be the assessment, without the reduction (if any) due to the diminution of the property, multiplied by the applicable tax rate.

ARTICLE 35: BREACH OF COVENANT

Tenant agrees to use the premises and to conduct its business in such a manner that it will not create a nuisance or disturbance to other Tenants or occupants. Tenant agrees that it will not keep any dogs on the leased premises, that no objectionable or harmful fumes, smoke, objectionable noise, dust, dirt, gas, vapor, or odor of any kind shall emanate outside of the demised premises, that no corrosion of metal or other deterioration of any form of Landlord's property shall occur to the interior or exterior of the Landlord's property as a result of the Tenant's occupancy. Should Tenant violate any provisions of this paragraph, the Landlord may, if he so elects, give Tenant ten days notice of his intention to terminate this lease and/or any renewed term thereof for breach of covenant. In that event this lease and/or any renewed term thereof, shall terminate on the date of expiration of the notice, and Tenant agrees to vacate and surrender the premises to Landlord on that date, but Tenant shall remain liable for payment of rent until the reletting of the premises or if after reasonable effort to relet the premises, until the original termination date of this lease, or until the date of expiration of any renewed term thereof, notwithstanding such earlier termination. Such notice shall be deemed sufficient if addressed to Tenant at the demised premises and mailed by Registered or Certified Mail. A qualified Chemical Engineer of Landlord's choice shall be sole judge as to whether fumes, etc., emanate outside of the demised premises, and if so, whether they are of an objectionable or harmful nature, or as to whether corrosion, or other forms of deterioration of Landlord's property, as a result of Tenant's occupancy is taking place.

ARTICLE 36: DAMAGE TO PREMISES

The Tenant shall occupy the demised premises and operate its business and work in a manner as not to damage the premises nor any of its facilities or installation. Should any damage of any kind or size take place, because of Tenant's operation or negligence, except normal wear and tear, Tenant shall forthwith diligently repair or replace with the same or a similar quality as before such damage or loss occurred, and any failure to do so will be considered a default of this lease.

ARTICLE 37: LIABILITY INSURANCE

The Tenant at Tenant's own cost and expense shall obtain or provide and keep in full force for the benefit of the Landlord during the term of this lease, general public liability insurance, insuring the Landlord against any and all liability or claims of liability arising out of, occasioned by or resulting from any accident or otherwise in or about the leased premises, for injuries to any person or persons, for limits of not less than \$1,000,000.00 for injuries in any one accident or occurrence, and for loss or damage to the property of any person or persons for not less than \$500,000.00. The policy or policies of insurance shall be of a company

or companies authorized to do business in this State and shall be delivered to the Landlord, together with the evidence of payment of premiums therefor, not less than fifteen days prior to the commencement of the term hereof or of the date when the Tenant shall enter into possession, whichever occurs sooner. At least fifteen days prior to the expiration or termination date of any policy, the Tenant shall deliver a renewal or replacement policy with proof of the payment of the premium therefor. The Tenant also agrees and shall have, hold and keep harmless and indemnify the Landlord from and for any and all payments, expenses, costs, attorney fees and from and for any and all claims and liability for losses or damage to property or injuries to persons occasioned wholly or in part by or resulting from any acts or omissions by the Tenant or the Tenant's agents, employees, guests, licensees, invitees, subtenants, assignees or successors, and for any cause or reason whatsoever arising out of or by reason of the occupancy by the Tenant and the conduct of the Tenant's business.

ARTICLE 38: TELEGRAPH SERVICE CHARGE

The Tenant, in addition to other obligations stipulated herein, shall pay to Landlord as rent, within ten (10) days after presentation of bill, a telegraph service charge. This service provides central station supervision over building water flow for fire protection purposes. Tenant will pay to the Landlord the monthly sum of \$125.00. This charge will be subject to adjustment in the event the telegraph company increases or decreases its charges to Landlord, and/or on a pro rata basis the square footage demised hereunder increases or decreases. Under no circumstances will the Landlord be held liable for the acts or negligence of the telegraph company. The Landlord shall have the right to terminate the service provided for in this paragraph at any time upon sixty (60) days notice to Tenant.

ARTICLE 39: LOSS OR DAMAGE CAUSED BY FIRE OR ANY OTHER RISK

Notwithstanding anything to the contrary contained herein, Landlord shall not be liable to Tenant or any insurance carrier for any loss or damage caused by fire, water or any other risk insured against by fire, standard extended coverage and malicious mischief and vandalism insurance, in force at the time of such loss or damage.

ARTICLE 40: LANDLORD'S OPTIONS

If the Tenant shall fail or refuse to comply with and perform any conditions and covenants of the within lease, the Landlord may, if the Landlord so elects, carry out and perform such conditions and covenants, at the cost and expense of the Tenant, and the cost and expense shall be payable on demand or, at the option of the Landlord, shall be added to the installment of rent due immediately thereafter but in no case later than one month after such demand, whichever occurs sooner, and shall be due and payable as such. This remedy shall be in addition to such other remedies as the Landlord may have hereunder by reason of the breach by the Tenant of any of the covenants and conditions in this lease contained.

ARTICLE 41: EXAMINATION OF PREMISES

The Tenant agrees that he has examined the premises and is familiar with their condition and that the Tenant is leasing the premises in their present condition, except as herein otherwise provided. The Tenant agrees that the Landlord has made no representations or promises with respect to the premises except as herein set forth. Tenant hereby acknowledges that the instant property has been designated as a "Superfund Site." Tenant further acknowledges that it had opportunity to review the Public Health Assessment and has reviewed such assessment and/or waived its rights to such review and notwithstanding same, enters into this lease with full knowledge of the existence of the Superfund Site and the Public Health Assessment and has determined that it is in its best interest to enter into this lease with Landlord.

ARTICLE 42: LATE FEES

Without prejudice to any other right of the Landlord under this lease, Landlord shall have the right to charge a late fee for rent and other charges paid later than five (5) days after their due date, which fee shall be five percent (5%) per month of the unpaid rent and other charges.

ARTICLE 43: DELETED

ARTICLE 44: HEAT

The Tenant will keep the premises sufficiently heated at all times, at his own cost and expense, to prevent freezing, water and steam damage to all sprinkler, plumbing, heating, and all other building utilities, equipment and realty.

ARTICLE 45: MINIMUM RENT

Tenant shall pay Landlord as minimum rent for the premises the sum stated in Article 1. In addition to the minimum rent, Tenant shall also pay to Landlord as additional rent those items set forth in Articles 21, 31, 33, 34, 37, 38, 42, 43: utilities, common area maintenance, attorney's fees, taxes and assessments, insurance, alarm charges and late fees.

ARTICLE 46: ISRA

(a) Tenant shall, at Tenant's own expense, comply with the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq, and the regulations promulgated thereunder (hereinafter referred to as "ISRA"). Tenant shall, at Tenant's own expense, make all submissions to, and comply with all requirements of the Bureau of Industrial Site Evaluation (hereinafter referred to as "The Bureau") of the State of New Jersey Department of Environmental Protection and Energy (hereinafter referred to as the "NIDEPE"). Should the Bureau or any other division of NIDEPE determine that a clean-up plan be prepared and that a clean-up be undertaken because of any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and financial assurances, and carry out the approved plans. Tenant's obligations under this paragraph shall arise if there is any closing, termination or transferring of operations of an industrial establishment at the premises pursuant to ISRA. At no expense to Landlord, Tenant shall promptly provide all information requested by Landlord for preparation of non-applicability affidavits and shall promptly sign such affidavits when requested by Landlord. Tenant shall indemnify, defend and save harmless Landlord from all fines, suits, procedures, claims and actions of any kind arising out of or in any way connected with any spills or discharges or hazardous substances or wastes at the premises which occur during the term of this Lease; and from all fines, suits, procedures, claims, and actions of any kind arising out of Tenant's failure to provide all information, make all submissions, and take all actions required by the ISRA Bureau or any other division of NIDEPE. Tenant's obligations and liabilities under this paragraph shall continue so long as Landlord is held responsible by any governmental authority for any spills or discharges of hazardous substances or wastes at the premises which occur during the term of this Lease. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction.

(b) The Tenant's obligation to pay rent shall continue until such time as the Tenant obtains and delivers to the Landlord, a negative declaration as defined in the New Jersey Industrial Site Recovery Act, or such other proof, reasonably satisfactory to the Landlord, that the demised premises may be sold without violation of the New Jersey Industrial Site Recovery Act.

(c) Tenant's SIC number is 2515.

ARTICLE 47: OPTION

Provided the Tenant is not in default of any of the provisions of this lease, it shall have the option to renew this Lease on the same terms and conditions as set forth in their original lease for a period of five years to commence upon the termination of this lease. The rent during the renewal period shall be:

From 7/1/07-6/30/08: \$114,768.16 (one hundred fourteen thousand seven hundred sixty eight dollars and sixteen cents) annually, payable \$9,564.01 on the first day of each and every month without demand; From 7/1/08-6/30/09: \$118,211.21 (one hundred eighteen thousand, two hundred eleven dollars and twenty one cents) annually, payable \$9,850.93 on the first day of each and every month without demand; From 7/1/09-

6/30/10: \$121,757.54 (one hundred twenty one thousand, seven hundred fifty seven dollars and fifty four cents) annually, payable \$10,146.46 on the first day of each and every month without demand; From 7/1/10-6/30/11: \$125,410.27 (one hundred twenty five thousand four hundred ten dollars and twenty seven cents) annually, payable \$10,450.86 on the first day of each and every month without demand; From 7/1/11-6/30/12: \$129,172.58 (one hundred twenty nine thousand one hundred seventy two dollars and fifty eight cents) annually, payable \$10,764.38 on the first day of each and every month without demand.

Notice of Tenant's intention to exercise the option must be given to the Landlord in writing by Registered Mail, Return Receipt Requested, at least (6) months prior to the expiration of the original term of this lease, time being of the essence, and if no such notice shall be given by the Tenant, this lease shall terminate at the end of its stated term without further notice.

ARTICLE 48: LANDLORD'S SIGNATURE

This agreement is not binding unless approved in writing by an authorized representative of the Landlord. The Tenant on paying the yearly rent, and performing the covenants under the lease, shall and may peacefully and quietly have, hold and enjoy the premises for the term of the lease, provided, however, that this covenant is subject to Landlord retaining title to the premises. The covenants and agreements contained in this lease are binding on the parties and their respective successors, heirs, executors, administrators and assigns. The words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have interchangeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this _____ day of _____, 2002.

SIGNED, SEALED AND DELIVERED in the presence of:

ATTEST:

BY:

DSC OF NEWARK ENTERPRISES, INC.

Anthony A. Corasi, President

ATTEST:

BY:

SPRING COIL BEDDING, INC.

David Kramer, Vice President

Spring Coil Mattress
8:00
Wed

BUSINESS RELOCATION INTERVIEW QUESTIONS

1. Do you plan to reestablish this business?

yes

2. What are your replacement site requirements (size, location, zoning, features, etc.)?

27,000

~~Amazon~~

↓
Commercial

3. Are there any outstanding contractual obligations that would be affected by a move?

4. What is the financial capacity of the business to accomplish this move?

ful on exp

lease through next year
(then option)

25 employees
30

5. Do you need outside specialists for move planning, actual move completion, machinery re-installation? Any preferred companies?

6. Identification of real property v. personal property (list equipment and machinery and identify status of each). Do you expect to move all of the personal property to the new site?

7. What is the estimated time required for business to vacate this site?

8. What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any replacement sites?

9. Do you anticipate any advance relocation payments will be required?

2002
start

MEMORANDUM FOR RECORD

SUBJECT: Spring Coil Bedding Business Relocation (Cornell-Dublier Superfund Site, S. Plainfield, NJ)

Pete Mannino, Chris Milligan and Gloria Hawkins met with Tom Salgo and toured the facility on 22 March 2006.

Pete (EPA) provided an overview on EPA's site work and anticipated schedule and cautioned business owners that this was our preliminary meeting to gather information and they should not begin the moving process.

Chris reviewed moving & related expenses and reestablishment expenses with Mr. Salgo. He was provided with a copy of the relocation brochure and a copy of the attached "Page 3 of 3" from "Exhibit 6-13(b)". Chris reviewed expenses outlined on Page 3 of 3 which consists moving and related expenses (items #1 through #15) and reestablishment expenses (items #1 through #6) as well as ineligible expenses.

We requested a copy of his current lease and an equipment list.

CHRISTINE MILLIGAN
Realty Specialist

BUSINESS RELOCATION INTERVIEW SUMMARY

Spring Coil Bedding
22 March 2006 at 8:00 a.m.
Tom Salgo

1. Do you plan to reestablish this business? Yes
2. What are your replacement site requirements (size, location, zoning, features, etc.)?
 - Current lease is for 27,000 square feet of space.
 - Zoning needs to be commercial.
3. Are there any outstanding contractual obligations that would be affected by a move?
 - Yes, current lease expires in July 07; they then have option to renew for an additional year.
 - **Requested a copy of lease and equipment list be provided.**
4. What is the financial capacity of the business to accomplish this move?
 - Unknown at this time.
5. Do you need outside specialists for move planning, actual move completion, machinery re-installation? Any preferred companies?
 - Yes. Machinery will need either specialty company or manufacturer to remove, move, and reinstall equipment. Some concerns expressed about recalibration by Mr. Salgo.
6. Identification of real property v. personal property (list equipment and machinery and identify status of each). Do you expect to move all of the personal property to the new site?
 - All personal property anticipated to be moved; no real property identified.
7. What is the estimated time required for business to vacate this site?
 - Anticipate 4-6 months but not really sure.

8. What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any replacement sites?

- Unknown; have not been looking at replacement sites.
- New site will require extensive air and electric. Must have concrete floor. Show room area also present at this location.

9. Do you anticipate any advance relocation payments will be required? Unknown.

GLORIA HAWKINS / CHRIS MILLIGAN

TOM SALGO (signature & date)

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Monday, April 03, 2006 1:31 PM
To: Pete Mannino
Subject: Spring Coil

Attachments: SpringCoil-BusReloQs.doc

Pete --

Attached is Spring Coil's summary sheet for you to review. Please let me know of any changes, comments, etc.



SpringCoil-BusRelo
Qs.doc (43 K...

FYI - When these go out, you will get a CF in the mail.

Christine Milligan
(410) 962-5162
FAX: 962-0866

BUSINESS RELOCATION INTERVIEW SUMMARY

**Spring Coil Bedding
22 March 2006 at 8:00 a.m.
Tom Salgo**

1. Do you plan to reestablish this business? Yes
2. What are your replacement site requirements (size, location, zoning, features, etc.)?
 - Current lease is for 27,000 square feet of space.
 - Zoning needs to be commercial.
3. Are there any outstanding contractual obligations that would be affected by a move?
 - Yes, current lease expires in July 07; they then have option to renew for an additional year.
 - **Requested a copy of lease and equipment list be provided.**
4. What is the financial capacity of the business to accomplish this move?
 - Unknown at this time.
5. Do you need outside specialists for move planning, actual move completion, machinery re-installation? Any preferred companies?
 - Yes. Machinery will need either specialty company or manufacturer to remove, move, and reinstall equipment. Some concerns expressed about recalibration by Mr. Salgo.
6. Identification of real property v. personal property (list equipment and machinery and identify status of each). Do you expect to move all of the personal property to the new site?
 - All personal property anticipated to be moved; no real property identified.
7. What is the estimated time required for business to vacate this site?
 - Anticipate 4-6 months but not really sure.

8. What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any replacement sites?

- Unknown; have not been looking at replacement sites.
- New site will require extensive air and electric. Must have concrete floor. Show room area also present at this location.

9. Do you anticipate any advance relocation payments will be required? Unknown.

GLORIA HAWKINS / CHRIS MILLIGAN

TOM SALGO (signature & date)

MEMORANDUM FOR RECORD

SUBJECT: Spring Coil Bedding Business Relocation (Cornell-Dublier Superfund Site, S. Plainfield, NJ)

Pete Mannino, Chris Milligan and Gloria Hawkins met with Tom Salgo and toured the facility on 22 March 2006.

Pete (EPA) provided an overview on EPA's site work and anticipated schedule and cautioned business owners that this was our preliminary meeting to gather information and they should not begin the moving process.

Chris reviewed moving & related expenses and reestablishment expenses with Mr. Salgo. He was provided with a copy of the relocation brochure and a copy of the attached "Page 3 of 3" from "Exhibit 6-13(b)". Chris reviewed expenses outlined on Page 3 of 3 which consists moving and related expenses (items #1 through #15) and reestablishment expenses (items #1 through #6) as well as ineligible expenses.

We requested a copy of his current lease and an equipment list.

CHRISTINE MILLIGAN
Realty Specialist

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, April 06, 2006 10:17 AM
To: 'Mannino.Pietro@epamail.epa.gov'
Subject: RE: Nesser Metals

Pete --

Thanks for double checking. I'll be sending these first three out for the businesses for to sign and return.

The others are on their way.

Chris

-----Original Message-----

From: Mannino.Pietro@epamail.epa.gov [mailto:Mannino.Pietro@epamail.epa.gov]
Sent: Thursday, April 06, 2006 10:05 AM
To: Milligan, Chris NAB02
Subject: Re: Nesser Metals

Chris;

EPA has no comments on the 3 summary sheets provided (Nesser, Furniture Exchange, and Spring Coil). thanks. Are you also going to send me the summary sheets for the other tenants?

"Milligan, Chris
NAB02"
<Chris.Milligan@
nab02.usace.army
.mil>

To
Pietro Mannino/R2/USEPA/US@EPA
cc

04/03/2006 01:31
PM

Subject
Nesser Metals

Pete --

Here's the sheet for Nesser Metals. As with the others, let me know of any changes.

<<Nesser-BusReloQs.doc>>

Thanks, Chris

Christine Milligan



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

April 10, 2006

Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

Enclosed for your review, comment, and signature is a "Business Relocation Interview Summary" which was prepared during our visit to Spring Coil Bedding on 22 March 2006. This survey was conducted in connection with the Cornell-Dublier Superfund Site in South Plainfield, New Jersey.

Please review all information contained on the summary sheet and provide any corrections or comments. Please sign the bottom of the sheet and return it to this office in the envelope provided. If you have not yet provided a copy of the documentation we requested (i.e., copy of your lease) during our meeting, please enclose a copy and return with the summary sheet.

If you have any questions regarding this matter, please feel free to contact Ms. Christine Milligan at (410) 962-5162; a message may also be left at (888) 867-5215.

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosures

CF: Pete Mannino, EPA Region II

MILLIGAN/CENAB-RE-S/CMM/5162

LEWIS/CENAB-RE-S *CM*

26 Oct 06 - Left VM for Tom to follow up

BUSINESS RELOCATION INTERVIEW SUMMARY

Spring Coil Bedding
22 March 2006 at 8:00 a.m.
Tom Salgo

1. Do you plan to reestablish this business? Yes
2. What are your replacement site requirements (size, location, zoning, features, etc.)?
 - Current lease is for 27,000 square feet of space.
 - Zoning needs to be commercial.
3. Are there any outstanding contractual obligations that would be affected by a move?
 - Yes, current lease expires in July 07; they then have option to renew for an additional year.
 - **Requested a copy of lease and equipment list be provided.**
4. What is the financial capacity of the business to accomplish this move?
 - Unknown at this time.
5. Do you need outside specialists for move planning, actual move completion, machinery re-installation? Any preferred companies?
 - Yes. Machinery will need either specialty company or manufacturer to remove, move, and reinstall. Some concerns expressed about recalibration by Mr. Salgo.
6. Identification of real property v. personal property (list equipment and machinery and identify status of each). Do you expect to move all of the personal property to the new site?
 - All personal property anticipated to be moved; no real property identified.
7. What is the estimated time required for business to vacate this site?
 - Anticipate 4-6 months but not really sure.

8. What is the estimated difficulty in locating replacement site, considering special site requirements, zoning and permit issues, etc? Have you looked for any replacement sites?

- Unknown; have not been looking at replacement sites.
- New site will require extensive air and electric. Must have concrete floor. Show room area also present at this location.

9. Do you anticipate any advance relocation payments will be required? Unknown.

GLORIA HAWKINS / CHRIS MILLIGAN

TOM SALGO (signature & date)

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, BALTIMORE
CORPS OF ENGINEERS

P.O. BOX 1715
BALTIMORE, MARYLAND 21203

OFFICIAL BUSINESS

for

06 APR 17 AM 11:38

send to :

17 Apr 06 MFR

PO Box 866

S. Plainfield

07080

<input type="radio"/>	A	<input type="checkbox"/> INSUFFICIENT ADDRESS	<input type="checkbox"/> OTHER
<input type="radio"/>	C	<input type="checkbox"/> ATTEMPTED NOT KNOWN	
<input type="radio"/>	S	<input type="checkbox"/> NO SUCH NUMBER/ STREET	
<input checked="" type="checkbox"/>		NOT DELIVERABLE AS ADDRESSED - UNABLE TO FORWARD	

RTS
RETURN TO SENDER



Real Estate Exchange

Federal Highway Administration

FHWA Knowledge Tool

Select

Select a Topic...

Relocation Forum

Search: [Home](#)[Event Calendar](#)[What's New](#)[Related Links](#)[e-Mail Notification](#)

[FHWA](#) > [HEP](#) > [Realty](#) > [Real Estate Exchange](#) > [Relocation Forum](#) > [Discussion](#)

Move cost exceeds the value of the item to be moved.

DOT, State Government
04/13/2006

Move cost exceeds the value of the item to be moved.

. . . Re: Move cost exceeds the value of the item to be moved.

. . . . Re: Move cost exceeds the value of the item to be moved.

. Re: Move cost exceeds the value of the item to be moved.

. Re: Move cost exceeds the value of the item to be moved. <

We have a federal aid project which has a business with 4 old crane type machines which are more like a hoist system used to move freight around the warehouse. For some ungodly reason the appraiser indicated that these items were personal property and would be handled by relocation. We feel these items should be considered real property but we lost that battle and are now to deal with the moving of these items. The moving cost estimates we've received to move all 4 machines and to have them reinstalled at the new location is \$270,000.00 and the mover has indicated that he feels they are worth half this amount. We've asked the appraiser to give us a value in place to insure that we are not paying more to move the items then the item are worth. The relocation agent has mentioned this to the owner and now the owner is baulking at this method because he wants and needs the cranes and said if we only pay him \$135,000.00 (value in place) he can not replace the cranes for this amount and he can't move them for this amount. Are we correct in the fact that we can not pay to move an item if the cost of the move is more then the value of the item? If this is the case is there and good explanation to give to the owner when this happens or is there another way to handle this situation? I hope I've included enough info.

[[Post a Reply](#)][[Back to Top](#)]

Re: Move cost exceeds the value of the item to be moved.

Al House, Alan C. House & Associates LLC, Industry/Commercial, alanhouseassoc@comcast.net
04/13/2006

Looks like a great case for substitute personal property - basically, the lesser of the cost to move and reinstall or the cost of new plus install. Of course that means that you may end up with 4 old cranes to move if the displaced business can't unload them. Very expensive, but that's the way it goes. As far as the notion that the agency can limit their payment to no more than the property is worth as value in place.....I would say that is not true, unless you are going with the direct loss of tangible personal property. We sometimes try to apply high bulk low value rationale with things like machinery, but it is not applicable. In my opinion. As far as the real versus personal property is concerned, very common issue. Think of concrete or asphalt batch plants, truck scales, and hydraulic floor lifts. Oh yeah. And car washes. Nasty little buggers, but relocation ends up with them in the end. Al

[[Post a Reply](#)][[Back to Top](#)]

Re: Move cost exceeds the value of the item to be moved.

Hunter Manson, Northwest Relocation Consulting, Industry/Commercial, hunter@nwrcs.com
04/14/2006

I agree that substitute PP is the most likely end-up scenario here. Sounds like the owner definitely intends relocate and stay in business and that he needs his cranes. You have been directed to handle the cranes as personal property so you are obligated to move them or replace their function if that is what the owner wants. The loss of tangible PP method would result in a payment of the 135K minus any proceeds from a sale, but that is an option for the owner and I believe his sole decision.

Somebody out there please correct me if I'm wrong on that. Also, your mover's valuation of 135K may be a mover's opinion rather than a qualified equipment appraisal that would add consideration for the value of the function as installed. If you have a firm move cost of 270K, the owner must have already selected, secured or is constructing a replacement facility. I'm assuming that these are bridge, monorail or jib cranes or a combination so there is plenty of value and cost that you may not see on the surface. To move and reinstall these types of systems into a facility that was not originally designed for them could be very expensive ie engineering, bracing, seismic retrofitting, column support for bridge rails including retrofitting foundations or footings, etc, etc. I would work cooperatively with the owner so he feels that I was focused on a relocation solution that is reasonable, necessary and eligible rather than a dollar amount. I would accept the fact that \$270K is my clients maximum exposure on this item and focus on looking towards other options that would satisfy the business owner and keep him in business for less money if possible. Many times there are less costly or alternate conveyance methods that will replace or perform a similar function. Good luck! Hunter.

[\[Post a Reply\]](#)[\[Back to Top\]](#)

Re: Move cost exceeds the value of the item to be moved.

Hunter Manson, Northwest Relocation Consulting, Industry/Commercial, hunter@nwrcs.com
04/14/2006

A quick apology regarding my comment on the movers "opinion" of the value in place. As I re-read the original post, I see that you did have an appraiser provide that value. Sorry about that. Hunter.

[\[Post a Reply\]](#)[\[Back to Top\]](#)

Re: Move cost exceeds the value of the item to be moved.

Andy Simpson, Relocation Coordinator, NCDOT, State Government
04/17/2006

In this situation (business to replace old equipment with similar new equipment), I think it is important to realize that it is the business which has the choice of options that were discussed, i.e., the acquiring agency cannot limit the payment to anything less than the full moving cost of \$270,000 just to save money (or for any other reason). As long as the business replaces the cranes with similar cranes at the replacement location, he can take the lesser of \$270,000 or the replacement cost reduced by the net profit from a sale of the old cranes, if anyone will buy. This is perhaps the best Relocation benefit a business can ever get: walk away from the old equipment and buy and install new similar equipment. Even though this can result in a very high cost to the acquiring agency, it is an option that the business has the right to choose. The agency also has the responsibility to dispose of the old equipment that cannot be sold (or if a sale is waived by the Agency). The only time the "Value in Place" of \$135,000 would be a payment is if the business did not replace those cranes, but simply did not want them any more, and chose not to move them. Good luck. Andy

[\[Post a Reply\]](#)[\[Back to Top\]](#)

[Home](#) | [e-mail Notification](#) | [Feedback](#) | [Related Links](#) | [Event Calendar](#) | [What's New](#) | [Terms of Service](#) |
[Privacy Policy](#) | [Knowledge Management](#) | [FHWA Home](#) | [StaffNet](#) | [Login](#)

Are you finding this site useful?

Contact Site Administrators
[Rocky Cutuli](#) | [Janis Gramatins](#)

This page last updated on 04/17/2006 12:32:55 PM

United States Department of Transportation -- Federal Highway Administration



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

August 25, 2006

Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

This is regarding signature and return of your "Business Relocation Interview Summary" which was provided by letter dated April 10, 2006. This survey was conducted in connection with the Cornell-Dublier Superfund Site in South Plainfield, New Jersey.

To date, we have not received the signed summary form, a copy of your existing lease, and the equipment listing previously requested. Enclosed is an additional copy of the summary sheet should it be needed. Please sign the summary sheet and return it to this office in the envelope provided as soon as possible along with a copy of your lease and equipment listing. We would like to obtain the requested items to help facilitate your move.

If you have any questions regarding this matter, please feel free to contact Christine Milligan at (410) 962-5162; a message may also be left at (888) 867-5215.

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosures

CF: Pete Mannino, EPA Region II

MILLIGAN/CENAB-RE-S/ CMM /5162
LEWIS/CENAB-RE-S

MEMORANDUM FOR RECORD

SUBJECT: FONECONs with Spring Coil Bedding – 27 Dec 06

1. 13 December 2006 – Eileen (the secretary at Spring Coil) had called and requested general information. I sent her a copy of the relocation brochure which had previously been provided to Tom Salgo.
2. Eileen with Spring Coil (908-791-0411) had called with questions regarding business relocation benefits. Sent her (via FAX at 908-791-0477) the attached claim form which provides summary of benefits and the attached examples of direct loss calculation and substitute personal property calculation.
3. Here specific questions/concerns were as follows:
 - a. return of security deposit – advised that they need to contact and work with the landlord regarding return of security deposits. She asked if others are having problems; I indicated some have expressed concern and that they need to notify the landlord in accordance with their lease terms.
 - b. Improvements made (personal property loss) – Eileen wanted to know if they will be compensated for improvements they have made to the buildings such as installing new bay doors, installing bathrooms, installing heaters, finish/carpet/paint of show room, etc. Advised that there will be no compensation for things such as bay doors or bathrooms. If the heaters can be moved, they can obtain estimates for moving. For the existing show room, there is no compensation but the finishing of a new show room at a new location would come out of the \$10,000 reestablishment expenses.
4. The above lead us to a review of reestablishment expenses and the cap and review of moving and related expenses. Sent the claim form to her since it provides a good summary. Another thing discussed was moving and hook-ups for existing equipment...specific concern over electric requirements/installation and air line requirements/installation. Advised if there is a manufacturer or distributor that they have obtained most of their equipment from, they may be able to assist/provide some type of move planning services.
5. Discussed beginning to obtain moving estimates now especially for specialty equipment and let her know that we will be contracting with an M&E appraiser (similar to mover) to provide us with depreciated value for current equipment....reviewed direct loss and substitute personal property. Also advised her to be sure they are keeping track of time spent searching for a new location.

Eileen FAX

908-791-0477

EXAMPLE OF DIRECT LOSS CALCULATION

If an item of personal property can not be moved to new location, payment is lesser of:

a.	Value of item in place, as is:	\$1,000
	Less proceeds from sale:	<u>- 200</u>
		\$ 800

OR

b.	Cost of moving item as is:	\$600
	Reconnection at new site *	<u>-100</u>
		\$700

(*no storage, reconnection only if presently
Connected at site, no code upgrades)

In the above example, payment would be \$700.

**EXAMPLE OF PURCHASE
OF SUBSTITUTE PERSONAL PROPERTY CALCULATION**

(old equip)
If an item is not moved, but is replaced with a substitute item that performs a comparable function at the replacement site, payment is the lesser of:

a.	Cost of substitute item:	\$1,500
	Installation cost at new site	<u>300</u>
		\$1,800
	Less proceeds from sale/trade of replaced item	<u>- 200</u>
		\$1,600

OR

b.	Cost of moving and reinstallation replaced item (no storage)	\$ 700
----	---	--------

In this example, payment would be \$700.

27 Dec 06 FONECON w/ Eileen (Spring Coil)
regarding business relocation benefits
CM

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(s) & DATE:**NAME & TITLE (Type or Print)****TO BE COMPLETED BY AGENCY:**

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			

Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations

U. S. Army Corps of Engineers

908-791-

0477

See Page 3 for Privacy Act Statement
before completing this form

AGENCY NAME PROJECT NAME TRACT NUMBER

NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS: NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING CLAIM ON BEHALF OF CLAIMANT:

Address From Which Claimant Moved:	Address To Which Claimant Moved:
Date First Occupied Property:	Date Move Started:
	Date Move Completed:

TYPE OF OPERATION: ☐ Business ☐ Nonprofit Organization ☐ Farm Operation
TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Nonprofit Organization
IS THIS A FINAL CLAIM? ☐ YES ☐ NO (If "No", attach an explanation)
DOES CLAIMANT INTEND TO REESTABLISH? ☐ YES ☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$	\$
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$	\$
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$	\$

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States: _____

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Signature and Date

Title

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? [] YES [] NO

DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____

NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: [] YES [] NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Identify Personal Property for Which Payment for Actual Direct Loss is Requested	Fair Market Value for Continued Use at Present Location	Proceeds From Sale	Value Not Recovered By Sale (b) minus (c)	Estimated Cost of Moving Old Property - Agency enter	Amount Claimed (Lesser of (d) or (e))	For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a)	(b)	(c)	(d)	(e)
	Identify Substitute Property for Which Payment is Requested	Actual Cost of Substitute Property Delivered and Installed at New Location	Proceeds From Sale or Trade-In of Property That Was Replaced	Net Cost of Substitute Personal Property (b) minus (c)	For Agency Use Only
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$
Cost of Effort to Sell Property					\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)					\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature _____

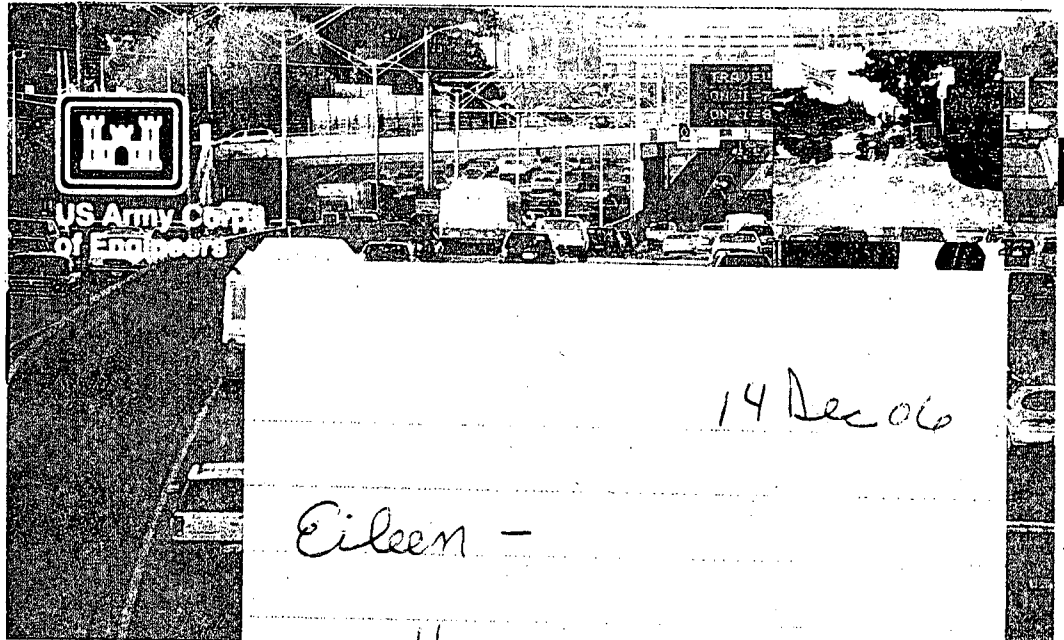
Date _____

FONECON w/ Eileen today.

Advised 90/30 on its way but actual expected to
be fall 2007

Also received moving options, requested 2 add'l estimates
+ Faxed her a copy of our (Alpha) estimate

om



14 Dec 06

Eileen -

Here is a copy of
the relocation brochure
for you.

YO
DISPLA
REL

After reviewing, feel
free to call w/ any
questions

Chris Mulligan

(see pages 29-35)



R
Office of Real Estate Services

June 2005

Spring Hill



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

December 14, 2006

Mr. Yossi Friedman
Spring Coil Bedding, Inc.
333 Hamilton Blvd.
Building # 1
South Plainfield, New Jersey 07080

SUBJECT: Cornell-Dubilier Electronics Superfund Site
Operable Unit 2
a.k.a Hamilton Industrial Park
South Plainfield, New Jersey

Dear Mr. Freidman:

This notice is to officially inform you that the U.S. Environmental Protection Agency (EPA) expects to implement the selected remedy for the building component of Operable Unit 2 at the Cornell-Dubilier Electronics (CDE) Superfund Site. As you are aware, the selected remedy calls for the relocation of eligible tenants and the demolition of the 18 buildings located at the former CDE facility. The purpose of this letter is to advise you of your eligibility for relocation benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act (Uniform Act), Public Law 91-646, as amended.

The U.S. Army Corps of Engineers (USACE) is acting as an agent of the EPA to perform the commercial relocations required for this project. As you have been made aware through previous contacts, it will soon be necessary for you to vacate the property. The USACE will provide advisory services to assist you in the move to a replacement site. The moving assistance includes referrals to replacement sites and help in filing claims. Other relocation assistance benefits that may be available to you are described in the Relocation Brochure entitled "Your Rights and Benefits as a Displaced Person Under the Federal Relocation Assistance Program." A copy of this brochure was previously provided to you.

This notice is to formally advise you, in accordance with 49 CFR 24.203(c), that you will not be required to vacate the property for at least ninety (90) days from the above date. If you still occupy the property thirty (30) days prior to the date that the EPA will require possession, you will be given a written notice specifying the date the property must be vacated.

Please be assured that we will make every effort for your relocation to proceed as smoothly as possible and to minimize the impact upon you during the process. Your cooperation in this matter is greatly appreciated.

If you have any questions regarding the timing of the relocation, as discussed in this letter, or the remediation process at the CDE site, please feel free to contact me at 212-637-4395. Other questions regarding the relocation process can be directed to your USACE relocation specialist, Chris Milligan, at 1-888-867-5215.

Sincerely,

A handwritten signature in black ink, appearing to read 'Peter M.', with a long horizontal flourish extending to the right.

Peter Mannino, Remedial Project Manager
Central New Jersey Remediation Section

cc: Joe Lockwood, DSC of Newark Enterprises, Inc.

§ 24.301(h), as the Agency determines to be reasonable and necessary.

(8) The reasonable cost of disassembling, moving, and reassembling any appurtenances attached to a mobile home, such as porches, decks, skirting, and awnings, which were not acquired, anchoring of the unit, and utility "hookup" charges.

(9) The reasonable cost of repairs and/or modifications so that a mobile home can be moved and/or made decent, safe, and sanitary.

(10) The cost of a nonrefundable mobile home park entrance fee, to the extent it does not exceed the fee at a comparable mobile home park, if the person is displaced from a mobile home park or the Agency determines that payment of the fee is necessary to effect relocation.

(11) Any license, permit, fees or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, fees or certification.

(12) Professional services as the Agency determines to be actual, reasonable and necessary for:

(i) Planning the move of the personal property;

(ii) Moving the personal property; and

(iii) Installing the relocated personal property at the replacement location.

(13) Relettering signs and replacing stationery on hand at the time of displacement that are made obsolete as a result of the move.

(14) Actual direct loss of tangible personal property incurred as a result of moving or discontinuing the business or farm operation. The payment shall consist of the lesser of:

(i) The fair market value in place of the item, as is for continued use, less the proceeds from its sale. (To be eligible for payment, the claimant must make a good faith effort to sell the personal property, unless the Agency determines that such effort is not necessary. When payment for property loss is claimed for goods held for sale, the market value shall be based on the cost of the goods to the business, not the potential selling prices.); or

(ii) The estimated cost of moving the item as is, but not including any allowance for storage; or for reconnecting a piece of equipment if the equipment is in storage or not being used at the acquired site. (See appendix A, § 24.301(g)(14)(i) and (ii).) If the business or farm operation is discontinued, the estimated cost of moving the item shall be based on a moving distance of 50 miles.

(15) The reasonable cost incurred in attempting to sell an item that is not to be relocated.

(16) *Purchase of substitute personal property.* If an item of personal property, which is used as part of a business or farm operation is not moved but is promptly replaced with a substitute item that performs a comparable function at the replacement site, the displaced person is entitled to payment of the lesser of:

(i) The cost of the substitute item, including installation costs of the replacement site, minus any proceeds from the sale or trade-in of the replaced item; or

(ii) The estimated cost of moving and reinstalling the replaced item but with no allowance for storage. At the Agency's discretion, the estimated cost for a low cost or uncomplicated move may be based on a single bid or estimate.

(17) Searching for a replacement location. A business or farm operation is entitled to reimbursement for actual expenses, not to exceed \$2,500, as the Agency determines to be reasonable, which are incurred in searching for a replacement location, including:

(i) Transportation;

(ii) Meals and lodging away from home;

(iii) Time spent searching, based on reasonable salary or earnings;

(iv) Fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions related to the purchase of such sites;

(v) Time spent in obtaining permits and attending zoning hearings; and

(vi) Time spent negotiating the purchase of a replacement site based on a reasonable salary or earnings.

(18) *Low value/high bulk.* When the personal property to be moved is of low value and high bulk, and the cost of moving the property would be disproportionate to its value in the judgment of the displacing Agency, the allowable moving cost payment shall not exceed the lesser of: The amount which would be received if the property were sold at the site or the replacement cost of a comparable quantity delivered to the new business location. Examples of personal property covered by this provision include, but are not limited to, stockpiled sand, gravel, minerals, metals and other similar items of personal property as determined by the Agency.

(h) *Ineligible moving and related expenses.* A displaced person is not entitled to payment for:

(1) The cost of moving any structure or other real property improvement in which the displaced person reserved

ownership. (However, this part does not preclude the computation under § 24.401(c)(2)(iii));

(2) Interest on a loan to cover moving expenses;

(3) Loss of goodwill;

(4) Loss of profits;

(5) Loss of trained employees;

(6) Any additional operating expenses of a business or farm operation incurred because of operating in a new location except as provided in § 24.304(a)(6);

(7) Personal injury;

(8) Any legal fee or other cost for preparing a claim for a relocation payment or for representing the claimant before the Agency;

(9) Expenses for searching for a replacement dwelling;

(10) Physical changes to the real property at the replacement location of a business or farm operation except as provided in §§ 24.301(g)(3) and 24.304(a);

(11) Costs for storage of personal property on real property already owned or leased by the displaced person, and

(12) Refundable security and utility deposits.

(i) *Notification and inspection (nonresidential).* The Agency shall inform the displaced person, in writing, of the requirements of this section as soon as possible after the initiation of negotiations. This information may be included in the relocation information provided the displaced person as set forth in § 24.203. To be eligible for payments under this section the displaced person must:

(1) Provide the Agency reasonable advance notice of the approximate date of the start of the move or disposition of the personal property and an inventory of the items to be moved. However, the Agency may waive this notice requirement after documenting its file accordingly.

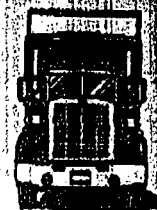
(2) Permit the Agency to make reasonable and timely inspections of the personal property at both the displacement and replacement sites and to monitor the move.

(j) *Transfer of ownership (nonresidential).* Upon request and in accordance with applicable law, the claimant shall transfer to the Agency ownership of any personal property that has not been moved, sold, or traded in.

§ 24.302 Fixed payment for moving expenses—residential moves.

Any person displaced from a dwelling or a seasonal residence or a dormitory style room is entitled to receive a fixed moving cost payment as an alternative to a payment for actual moving and related expenses under § 24.301. This payment shall be determined according

QUICK TRANSFER, INC.



PO BOX 110526
BROOKLYN, NY 11211

TEL: 718-302-4141

FAX: 718-222-4446

To Whom It May Concern:

We are pleased to present the following quotation for Spring Coil Bedding, based on a 50-mile radius.

28	Tractor Trailer	@ \$2,100	\$58,800.
6	Flatbeds	@ \$2,500	\$15,000.
	Rigging (breakdown & set up)		\$20,000.
	Materials, Packing, etc.		<u>\$ 5,000.</u>
	Total		\$98,800.

This estimate is based on our observation at the time of the quote. Actual billing may be slightly higher.


Jacob Blaustien

Milligan, Chris NAB02

From: Ysalgo@aol.com
Sent: Tuesday, February 06, 2007 8:42 AM
To: Milligan, Chris NAB02
Subject: quotes

Hi Chris,

Just wanted to know if you received my fax on Friday. Do you have any questions?
Please confirm receipt of the fax. Thanks, Eileen

Please e-mail me.

Other 2 estimates do not include
insurance, set-up, or
"Processing time" re-calibration

Lease in lawyers hands now.

If they don't open?

Milligan, Chris NAB02

From: Gembicki, Sandy J NAB02
Sent: Friday, February 09, 2007 12:07 PM
To: Milligan, Chris NAB02
Subject: RE: What is the current mileage rate? (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

\$0.445

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Friday, February 09, 2007 10:55 AM
To: Gembicki, Sandy J NAB02
Subject: What is the current mileage rate? (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

Chris Milligan
Realty Specialist
(410) 962-5162
(410) 962-4928 (FAX)
(410) 591-2247 (cell)

Classification: UNCLASSIFIED

Caveats: NONE

Classification: UNCLASSIFIED

Caveats: NONE



BAKER INTERNATIONAL INSURANCE AGENCY

QUOTE REQUEST

QUOTE DATE ____/____/____ COVERAGE DATE(S) ____/____/____ THROUGH ____/____/____

SHIPPER'S NAME _____

AGENT _____ SALESPERSON _____

BAKER CORPORATE I.D. _____ BAKER SALES PERSON _____

ORIGIN

FINAL DESTINATION

ADDRESS _____

CITY, STATE, ZIP _____

TOTAL COVERAGE REQUIRED \$ _____ @ \$ _____ PER LOAD NO. OF LOADS _____

RELEASED CARRIER LIABILITY \$ _____ PER POUND

LOAD HEIGHT _____ LOAD WIDTH _____ OVERSIZE ☐ YES ☐ NO ESCORT ☐ YES ☐ NO

☐ LOCAL ☐ INTRASTATE ☐ INTERSTATE ☐ INTERNATIONAL

☐ FINE ARTS AND/OR ANTIQUES

COMMODITY _____ ESTIMATED WEIGHT _____

CONVEYANCE _____ (VAN, FLAT BED, SURFACE, AIR)

AIR RIDE ☐ YES ☐ NO EXCLUSIVE USE ☐ YES ☐ NO

STORAGE ☐ YES ☐ NO ESTIMATED STORAGE PERIOD _____ DAYS _____ MONTHS

COVERAGE ☐ ALL RISK ☐ NAMED PERIL ONLY (ACCIDENT, UPSET OR OVERTURN)

3RD PARTY RIGGER _____ (EVIDENCE OF INSURANCE REQUIRED)

ELEVATOR ☐ ORIGIN ☐ DESTINATION

QUOTE CONFIRMATION

CONDITIONS _____

WARRANTS _____

EXCLUSIONS _____

RATE PER \$100 _____ TOTAL PREMIUM \$ _____

PREMIUM PAYMENT ☐ ADVANCED PAY ☐ AGENCY BILLED ☐ CORP. BILLED

QUOTE EFFECTIVE THROUGH ____/____/____

NOTES _____

101 East Corporate Drive • Suite 230 • Lewisville, TX 75067-6688
MAIL TO: P.O. BOX 292010, LEWISVILLE, TEXAS 75029-2010
972-315-3601 800-356-0099 FAX 972-315-1863

7 Feb 07

TO: Eileen at 908-791-0411

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Friday, February 09, 2007 10:51 AM
To: Lewis, Susan K NAB02
Cc: Hawkins, Gloria S NAB02
Subject: Spring Coil (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

Just FYI....

Just spoke to Eileen at Spring Coil. The two estimates they have obtained did not include insurance and did not include set-up and recalibration of equipment.

She has one estimate for recalibration but hasn't been able to find another company who can provide this service. I told her to provide the one estimate they do have and indicate due to the specialized equipment, they haven't been able to provide a second estimate.

She indicated they were getting nervous about having to move which lead to the storage question. I explained they are targeted for summer so as of now, they can stay where they are until they move to the new location...so there is no need for storage.

They have found a new location and have a proposed lease. The lease is currently being reviewed by their attorney.

While typing this she called back about storage. They are still concerned about these containers coming from China. I explained, timing would be what would determine whether or not storage would be provided and could only see limited circumstances (i.e., they have leased new building, alterations are on-going and expect to take 30 days...we may provide storage for the 30 days until alterations are done. Stressed cost again.... Also stressed we would need a reason containers could not be delivered to current location).

Chris Milligan
Realty Specialist
(410) 962-5162
(410) 962-4928 (FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Friday, February 09, 2007 7:11 AM
To: 'Ysalgo@aol.com'
Subject: RE: Just a few questions (Spring Coil) (UNCLASSIFIED)

Classification: UNCLASSIFIED
Caveats: NONE

Eileen -

Just to verify...the two estimates you had forwarded (from Classic Distribution and Quick Transfer) did not include insurance or set-up/recalibration? Also, what is "processing time"?

If storage is to be considered, there needs to be a reason/requirement for storage. Why wouldn't items just be moved from your current location to your new location? Has a new lease been signed yet?

I am in the office today until 1:00. I am going to get coffee now and will give you a call shortly.

Chris Milligan
Realty Specialist
(410) 962-5162
(410) 962-4928 (FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Ysalgo@aol.com [mailto:Ysalgo@aol.com]
Sent: Thursday, February 08, 2007 3:42 PM
To: Milligan, Chris NAB02
Subject: Just a few questions

Hi Chris,

I need info on Storage, if we plan to store for awhile, have 1 quote for recalibration, and processing time. Please call me. Thanks Eileen
Spring Coil Bedding

Classification: UNCLASSIFIED
Caveats: NONE

Classification: UNCLASSIFIED
Caveats: NONE

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Friday, February 09, 2007 7:11 AM
To: 'Ysalgo@aol.com'
Subject: RE: Just a few questions (Spring Coil) (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

Eileen -

Just to verify...the two estimates you had forwarded (from Classic Distribution and Quick Transfer) did not include insurance or set-up/recalibration? Also, what is "processing time"?

If storage is to be considered, there needs to be a reason/requirement for storage. Why wouldn't items just be moved from your current location to your new location? Has a new lease been signed yet?

I am in the office today until 1:00. I am going to get coffee now and will give you a call shortly.

Chris Milligan
Realty Specialist
(410) 962-5162
(410) 962-4928 (FAX)
(410) 591-2247 (cell)

-----Original Message-----

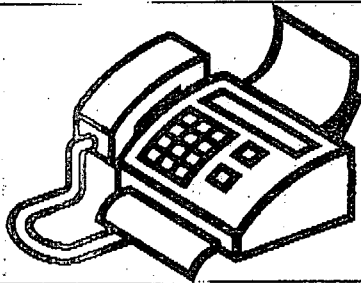
From: Ysalgo@aol.com [mailto:Ysalgo@aol.com]
Sent: Thursday, February 08, 2007 3:42 PM
To: Milligan, Chris NAB02
Subject: Just a few questions

Hi Chris,

I need info on Storage, if we plan to store for awhile, have 1 quote for recalibration, and processing time. Please call me. Thanks Eileen
Spring Coil Bedding

Classification: UNCLASSIFIED

Caveats: NONE



A facsimile from

Spring Coil Bedding

333 Hamilton Blvd.

P.O. Box 866

South Plainfield, NJ 07080

Phone 908-791-0411

Fax 908-791-0477

To: Chris Milligan
Fax number: 410-962-4922

Date: 2/13/07

Regarding: Moving 30 pgs.

Hi Chris,

**Copy of the lease and the quote for the recalibration and plant layout from
the only company servicing this type of work. Hope you had a good trip.
Speak to you on Monday. Thanks, Eileen**

NET LEASE

LEASE AGREEMENT

BETWEEN

**JHC REALTY CO., LLC
(Landlord)**

AND

**SPRING COIL BEDDING, INC.
(Tenant)**

Dated: January 16, 2007

**Premises: Approximately 25,000 sq. ft.
Located at 28 Sager Place, Hillside, NJ
Formerly: Union Beverage Packers, LLC**

TABLE OF CONTENTS

LEASED PREMISES.....	1
TERM OF LEASE.....	2
RENT.....	2
USE.....	2
REPAIRS AND MAINTENANCE.....	Error! Bookmark not defined.
Repairs.....	Error! Bookmark not defined.
Emergency Repairs.....	4
Alterations.....	4
Approval of Landlord of Repairs and Alterations.....	5
Maintenance Costs.....	5
UTILITIES AND SERVICE.....	5
Utilities.....	5
Electric Current.....	6
INSURANCE.....	6
Tenant's Insurance.....	6
Policies.....	6
Landlord's Insurance.....	7
Waiver of Subrogation.....	7
LANDLORD'S ACCESS FOR FUTURE CONSTRUCTION.....	7
GLASS.....	7
ASSIGNMENT AND SUBLETTING.....	7
Assignment and Subletting.....	7
Transfer of Controlling Interest.....	8
Recapture of Premises.....	8
FIRE.....	9
COMPLIANCE WITH LOCAL RULES AND REGULATIONS.....	9
ISRA Compliance.....	10
TERMINATION.....	13
Tenant's Defaults.....	14
Re-Entry by Landlord.....	14
Effect of Termination.....	14
Damages.....	14
No Obligation to Re-Let.....	15
Successive Suits.....	15
Acceleration.....	15
Late Fee and Legal Fee.....	15
Waiver of Redemption.....	15
INSPECTION BY LANDLORD.....	16
NOTICES.....	16
NON-WAIVER.....	16
NON-LIABILITY OF LANDLORD.....	16
CONDEMNATION.....	17
INCREASE OF INSURANCE RATES.....	17
INDEMNIFICATION OF LANDLORD.....	18
SUBORDINATION.....	18
Subordination of Mortgages.....	18
Tenant's Certificate.....	18
TAXES AND IMPOSITIONS.....	18
Real Estate Taxes and Impositions.....	19
Definition.....	19
Payment.....	19
Apportionment During First and Last Year of Term.....	19
CHANGE IN SCOPE OF TAXATION.....	19

Deleted: 1

Deleted: 2

Deleted: 2

Deleted: 3

Deleted: 3

Deleted: 4

Deleted: 5

Deleted: 6

Deleted: 6

Deleted: 7

Deleted: 8

Deleted: 13

Deleted: 13

Deleted: 14

Deleted: 14

Deleted: 15

Deleted: 15

Deleted: 17

Deleted: 18

Deleted: 18

Deleted: 18

SIGNS.....	20
LEASE CONSTRUCTION.....	20
BINDING EFFECT.....	20
DEFINITIONS.....	20
PARAGRAPH HEADINGS.....	20
ENTIRE AGREEMENT.....	20
STATEMENT OF ACCEPTANCE.....	20
SECURITY.....	21
PREMISES AS IS.....	22
BROKERAGE.....	22
TENANT'S PRO RATA SHARE.....	22
ADDITIONAL RENT.....	22
GENERAL PROVISIONS.....	22
Holding Over.....	22
Waiver of Jury Trial.....	23
Inability to Give Possession.....	23
Trash.....	23
Tenant to Perform its Obligations under this Lease.....	23
Storage.....	23
Quiet Enjoyment.....	23
Floor Loads.....	24
Parking.....	24
Submission Not Binding.....	24
END OF TERM.....	24
Condition of Premises.....	24
LIEN OF LANDLORD.....	24
Lien of Landlord.....	24
Enforcement of Lien Rights.....	25
BANKRUPTCY, INSOLVENCY, ETC.....	25
ATTORNEY.....	25
GUARD SERVICE.....	26
NET LEASE.....	26
GUARANTY.....	27
GUARANTY.....	27
SCHEDULE A.....	28

Deleted: 19

Deleted: 19

Deleted: 19

Deleted: 20

Deleted: 21

Deleted: 21

Deleted: 21

Deleted: 21

Deleted: 22

Deleted: 22

Deleted: 22

Deleted: 23

Deleted: 23

Deleted: 23

Deleted: 23

Deleted: 23

Deleted: 24

Deleted: 24

Deleted: 25

Deleted: 25

Deleted: 26

Deleted: 26

Deleted: 27

LEASE AGREEMENT

THIS LEASE AGREEMENT made this **16th** day of **January 2006**, between **HIC REALTY CO., LLC** having its principal place of business at **177 Main Street, West Orange, New Jersey 07052** (hereinafter referred to as the "Landlord"), and, **SPRING COIL BEDDING, INC.** having its principal place of business at _____ and renting space at **28 Sager Place, Hillside, New Jersey** (hereinafter referred to as the "Tenant").

WITNESSETH:

WHEREAS, the Landlord is the owner of certain lands and leased premises in the Township of, **Hillside, New Jersey** and presently located at **28 Sager Place, Hillside, NJ**

WHEREAS, the Tenant desires to rent and occupy a portion of said premises hereinafter described;

NOW, THEREFORE, in consideration of the covenants and conditions hereinafter set forth and for other good and valuable considerations, the Landlord does demise, lease, and let unto the Tenant, and the Tenant does rent and take from the Landlord the premises, and the Landlord and Tenant mutually covenant and agree as follows:

1. LEASED PREMISES

1.1 The leased premises (alternatively referred to in this Lease Agreement as "the leased premises" or "the demised premises") consists of that portion of the Industrial Complex (the "Complex") commonly known as, **28 Sager Place, Hillside, New Jersey**, identified in the attached Schedule A, and which consists of approximately **25,000** square feet, more or less. The Landlord and Tenant recognize and agree that said occupancy shall constitute **Six and 15/100th percent (6.15%) of complex consisting of 407,000 sq. ft. for Tax and Insurance and Four and 55/100th percent (4.55%) of entire complex consisting of 550,000 for all other Common Area Maintenance charges including guard, water, sprinkler, alarm service, snow plowing and management fees.**

1.2 The Landlord reserves the right to adopt and promulgate, from time to time, reasonable rules and regulations (and to amend and supplement same) applicable to the use and occupancy of the Complex, and relating to the health and safety of the tenants, their employees, servants, and invitees. Notice of such rules, regulations, and amendments and supplements thereto, if any, shall be given to the Tenant, in writing, and shall be applicable to all tenants of the Complex. Such rules and regulations shall not deny to Tenant access to the leased premises, nor shall the same deny to the Tenant the right to use the leased premises for its intended business purposes or to increase Tenant's obligations or deny rights granted to the Tenant as in this lease provided, or to impose burdens on Tenant not otherwise imposed on other tenants in the building. Such rules and regulations shall be furnished to Tenant in writing within thirty (30) days prior to the effective date of application thereof, except for emergent rules or regulations necessary for the safety or protection of the demised premises or its tenants, which rules shall be effective within three (3) days after written notice.

2. TERM OF LEASE

The Landlord leases unto the Tenant and the Tenant hires the leased premises for the term of **Five (5)** year(s) to commence **April 1, 2007** hereinafter called the "Commencement Date"), and to terminate on **March 31, 2012** with option to renew for five (5) additional years.

3. RENT

The Tenant shall pay rent for the entire term, said rent to be paid on the first day of each and every month through the term, and said rent to be paid without demand and without offset, for any reason whatsoever. Said rent shall be payable as follows:

04/01/07 – 03/31/08 -- \$93,750.00 p/yr. or \$7,812.50 p/mo.

04/01/08 – 03/31/09 -- \$100,000.00 p/yr. or \$8,333.34 p/mo.

04/01/09 – 03/31/10 -- \$106,250.00 p/yr. or \$8,854.17 p/mo.

04/01/10 – 03/31/11 -- \$118,750.00 p/yr. or \$9,895.84 p/mo.

04/01/11 – 03/31/12 -- \$125,000.00 p/yr. or \$10,416.67 p/mo.

All of said monthly installments are due on the first (1st) day of each and every month during the term of this Lease, together with such additional rent or charges required to be paid by the Tenant as hereinafter provided. The Tenant covenants and acknowledges that its agreement to pay rent without offset or deduction is a material inducement by the Tenant to the Landlord to enter into the within Lease Agreement. Tenant covenants and agrees that in the event of any material dispute with respect to the within Lease, its obligation to pay rent shall continue without abatement notwithstanding any such dispute, and the Tenant agrees that it shall seek such other remedies as the law may allow by way of plenary proceedings with respect to such issues in dispute.

4. USE

4.1 The Tenant covenants and agrees to use and occupy the leased premises for the following purposes: **Warehousing and distribution of bedding and related items**. However, Tenant shall not be allowed to store or maintain at the leased premises, any highly flammable, "red-label", toxic, or hazardous substances. Tenant's use of the leased premises shall comply with ordinances, rules and regulations of any governmental boards or bodies having jurisdiction thereof. Tenant represents that it has determined to its satisfaction that the leased premises are presently zoned to permit said use.

5. REPAIRS AND MAINTENANCE

5.1 Repairs. (CMT - 4.55 % Based on the total square footage of entire building consisting of 550,000 s/f) **Common Area Charges:** Means the Landlord's gross costs of operating, repairing, replacing and maintaining the common areas and facilities of the Building. Common Area Costs include, but are not limited to, all costs and expenses of the operating, purchasing, easing, repairing, replacing, lighting, cleaning, painting, striping, policing and security; removal of snow, ice, garbage and debris; operating, repairing, replacing, cleaning and maintaining paving, curbs, walkways, landscaping, drainage, septic, sewer, pipes, ducts, conduits and similar items, and lighting facilities; planting, replanting and replacing flowers, shrubbery and planters; exterminating; maintaining, repairing and replacing exterior walls where necessary; maintenance, repair, and replacement of drainpipes, roof, electric gas, water lines, sewer mains and septic systems leading to and from the leased areas in the Building; costs of all signs; sprinkler system costs, charges and maintenance; security, maintenance, cost attributed by Landlord for providing energy to heat, ventilate and air condition the common areas; and management fees paid to the Building manager, managing agent and management company. Landlord shall make the necessary structural repairs to the roof and walls of the building of which the demised premises are a part (such obligation not to include operating parts such as overhead ducts or fans or skylights). Landlord shall also be responsible to make necessary repairs to the gutters and the sewers leading from the outside the demised premises to the inside of the demised premises. Except for the above and for what may otherwise be specifically provided for in this Lease, Tenant shall be responsible for all maintenance and repairs of and to the leased premises, including, but not limited to, the following responsibilities: Tenant shall take good care of the leased premises and the fixtures, appurtenances, and systems in or affecting the demised premises (including, but not limited to, plumbing, sewers within the demised premises, downspouts, doors, painting, windows, electrical heating, sprinkler, and air conditioning, if any, except components thereof, servicing the entire building of which the demised premises are a part, such as main power lines, water mains, and general sewer lines), and shall make all repairs thereto or replace as and when needed to preserve them in good working order and condition, and shall maintain the demised premises in a clean, neat condition. Landlord agrees that prior to the commencement of the lease term, it will repair any cracked or missing windows. Thereafter, Tenant shall be responsible to maintain and replace, as necessary, all windows in the demised premises. Landlord shall maintain the parking area and other outside portions of the demised premises and the Complex, including, but not limited to, landscaping, all necessary removal of snow, ice, and debris, and maintenance of lawns, shrubbery, and entranceways, and repairs or replacement of the paving, and Tenant shall pay its pro rata share thereof. Tenant shall not permit or suffer the demised premises to fall to such low temperature as would cause freezing of the water lines or sprinkler servicing the demised premises; and, in default hereof, Tenant shall promptly effect and pay for all repairs the need for which arise from such freezing, and shall hold Landlord harmless from any loss, damage, or liability caused by or arising out of such freezing. Notwithstanding anything above to the contrary, all damage or injury to the demised premises or to any other part of the said building, or to its fixtures, equipment, and appurtenances, whether requiring structural or non-structural repairs caused by or resulting from carelessness, omission, neglect, or improper conduct of Tenant, its servants, employees, invitees, or licensees shall be repaired promptly by Tenant at its sole cost and expense to the reasonable satisfaction of Landlord. Tenant shall also repair all damage to the demised premises and to the building of which the demised premises are a part caused by the moving of Tenant's fixtures, furniture, or equipment. All the aforesaid repairs

shall be of quality or class at least equal to the original work or construction. If Tenant fails after twenty (20) days' notice to proceed with due diligence to make repairs required to be made by Tenant, the same may be made by Landlord, at Landlord's option (in which event, Landlord shall not be liable for any injury to persons, damage to Complex, or loss of business arising out of the making of such repairs) at the expense of Tenant, and the expenses thereof incurred by Landlord shall be collectible as additional rent with twenty (20) days' demand therefor. There shall be no allowance to Tenant for a diminution of rental value and no liability on the part of Landlord by reason of inconvenience, annoyance, or injury to business arising from the making or failing to make by Landlord, Tenant, or others of any repairs, alterations, additions, or improvements in or to the fixtures, appurtenances, or equipment thereof.

5.2 **Emergency Repairs.** If in an emergency it shall become necessary to promptly make any repairs or replacements required to be made by Tenant, the Landlord may, but shall not be obligated to, reenter the demised premises and proceed forthwith to have such repairs or replacements made and pay the reasonable cost thereof. The Tenant agrees to pay the Landlord the reasonable cost of such repairs on demand, and if not so paid, Landlord may add such sums to the installment of rent next falling due.

5.3 **Alterations.** Tenant shall make no changes in or to the demised premises without Landlord's prior written consent which consent shall not be unreasonably withheld. Subject to the prior written consent of Landlord and subject to the provisions of this Paragraph, Tenant may make alterations, installations, additions, or improvements which are non-structural and which do not affect utility services or plumbing and electrical lines in or to the interior of the demised premises by using contractors or mechanics first approved in writing by Landlord. All fixtures, all electrical items, and all paneling, partitions, railings, and like installations installed in the demised premises at any time, either by Tenant or by Landlord on Tenant's behalf, shall become the property of Landlord and shall remain upon and be surrendered with the demised premises unless Landlord, by notice to Tenant no later than thirty (30) days prior to the date fixed as the termination of this Lease or before sixty (60) days after the expiration of this Lease, elects to have them removed by Tenant, in which event, the same shall be removed from the demised premises by Tenant forthwith. Nothing in this Paragraph shall be construed to prevent Tenant's removal of trade fixtures and other items customary to the conduct of Tenant's business, but upon removal of any such trade fixtures and other items customary to the conduct of Tenant's business from the demised premises, or upon removal of other installations as may be required by Landlord, Tenant shall immediately and at its expense repair and restore the demised premises to the condition existing prior to installation and shall repair any damage to the demised premises or the building due to such removal. All property permitted or required to be removed by Tenant at the end of the Term remaining in the demised premises after Tenant's removal shall be deemed abandoned and may, at the election of Landlord, either be retained as Landlord's property or may be removed from the demised premises by Landlord at Tenant's expense, which right of Landlord shall survive expiration of this Lease. Tenant shall, before making any alterations, additions, installations, or improvements, obtain all permits, approvals, and certificates required by any governmental or quasi-governmental bodies and (upon completion) certificates of final approval thereof and shall promptly deliver duplicates of all such permits, approvals, and certificates to Landlord; and Tenant agrees to carry such workmen's compensation, general liability, personal, and property damage insurance as Landlord may

reasonably require. Tenant agrees to obtain and deliver to Landlord written and unconditional waivers of mechanic's liens upon the real property in which the demised premises are located for all work, labor, and services to be performed and materials to be furnished in connection with such work, signed by all contractors, sub-contractors, material men, and laborers to become involved in such work. The work shall be done in a good and workmanlike manner and in compliance with all applicable laws, ordinances, codes, governmental rules, regulations, and requirements, and in accordance with the standards, if any, of the board of fire underwriters or other organizations exercising the functions of a board of fire underwriters the jurisdiction of which includes the demised premises.

5.4 **Approval of Landlord of Repairs and Alterations.** If any repair or alteration required or permitted to be performed by Tenant under any provision of this Lease shall cost in excess of Ten Thousand Dollars and 00/100 (\$10,000.00), same shall not be commenced until plans and specifications therefor shall have been submitted to and approved by Landlord. Such work shall then be performed in accordance with such approved plans and specifications. Any work performed by Tenant shall, irrespective of cost, be subject to Landlord's inspection and approval after completion to determine whether the same complies with the requirements set forth in this Lease, unless such work shall have been performed by a person theretofore explicitly approved of by Landlord.

5.5 **Maintenance Costs.** Landlord shall have no obligation to maintain the leased premises other than Landlord's limited repair obligations set forth in Paragraph 5.1 of this Lease Agreement.

5.6 ~~**Elevator Maintenance Costs.** The Tenant agrees to pay to the Landlord for elevator service and/or maintenance of elevators at the premises, its proportionate share of Landlord's cost based on the Tenant's percentage of space leased herein, being _____ percent (_____ %).~~

6. **UTILITIES AND SERVICE**

6.1 **Utilities.** Except as may otherwise be provided in this Lease, Tenant shall undertake and be responsible for having all utilities metered in its name in the leased premises and agrees to pay, on or before the date due, all charges for same directly to the respective utility companies. Such utilities include gas, water, sewer, electricity, heat, power, telephone, A.D.T. Protective Service (or similar service by another company) or other communication service or other utility or service used by, or rendered or supplied to, Tenant at the leased premises throughout the term of this Lease. Landlord may at its option furnish one or more utilities to Tenant, in which event, Tenant shall pay for such utility as metered (or, if not separately metered, shall pay its pro rata share thereof) as additional rent within five (5) days of Landlord's demand therefor from time to time. In no event shall Landlord incur any liability to Tenant by reason of interruption of any utility service for reasons beyond the control of Landlord. If Tenant fails to make payment as herein provided, Landlord may, without further notice, terminate such utility service. Tenant will thereafter be liable for all costs in connection with termination and reinstallation of re-establishment of services. Tenant shall pay the Landlord's water bill for the leased premises. The parties acknowledge that the heating system which is in

the demised premises at the present date and the condition of the heating elements therein (as well as the heating system and elements which will be installed by Landlord in the warehouse area) are adequate and acceptable to Tenant, and upon the termination of the term herein, Landlord agrees to accept said heating system from the Tenant in the same condition in which it presently exists, less reasonable wear and tear. Tenant shall be responsible for all service and repairs to both the heating and air conditioning systems throughout the leased premises.

6.2 **Electric Current.** Tenant may not use any electrical equipment which, in the Landlord's reasonable judgment, will overload such installations or damage same. If Tenant's use of electric current exceeds the capacity of existing feeders to the building or the risers or wiring installation, Tenant shall be required to upgrade the capacity of the feeders or the risers or the wiring installation or install new such equipment at Tenant's sole cost and expense, in accordance with the provisions of Paragraph 5.3 of this Lease Agreement.

6.3 For purposes of this Paragraph, it is understood and agreed that the Tenant's respective share of the cost of any and all utilities assessed on a pro rata basis shall be Four and 55/100 percent (4.55 %). Based on the total square footage of entire building consisting of 550,000 s/f

7. **INSURANCE**

7.1 **Tenant's Insurance.** Throughout the Term Tenant shall:

A. Obtain and maintain in force Worker's Compensation Insurance as required by law;

B. Maintain Public Liability Insurance (issued by an insurance company licensed to do business in New Jersey and reasonably acceptable to Landlord) covering the Premises in minimum limits of Damage TWO MILLION DOLLARS (\$2,000,000.00) per accident or occurrence for Personal Liability and FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for Property which insurance shall name Landlord and the holder(s) of any mortgage(s) affecting the Premises as additional assured thereunder, and

C. Maintain Fire and Extended Coverage on Tenant's personal property on the Premises and on any leasehold improvements which may be placed on or affixed to the Premises by Tenant.

7.2 **Policies.** Tenant shall, at all times during the term of this Lease, maintain in full force and effect and on deposit at Landlord's office a certificate of insurance or a duplicate original of the insurance policy, together with evidence of payment of premium. Any such policy shall provide that it shall not be cancelable without at least ten (10) days' prior written notice to Landlord. If Tenant shall default in maintaining such insurance, Landlord may, at its option and without waiving any of Landlord's rights hereunder or releasing Tenant from any obligation hereunder, procure such insurance, and Tenant shall, on demand, reimburse Landlord,

as additional rent, for the cost thereof with interest at the lease interest rate (as hereinafter defined).

7.3 Landlord's Insurance. Landlord shall maintain fire and extended coverage and general liability insurance on the building of which the leased premises are a part, and shall have the option to maintain any additional insurance which, in the exercise of its business judgment, is necessary and appropriate, including, but not being limited to, excess (umbrella) insurance. Tenant shall not keep anything in the leased premises except as now or hereafter permitted by the Fire Department, Board of Fire Underwriters, Fire Insurance Rating Organization, or other authority having jurisdiction. Tenant shall pay to the Landlord as additional rent, within five (5) days of demand therefore, its pro rata share (6.15 %) Based on 407,000 s/f, of the amounts of insurance premiums, and any expenses related thereto, payable by the Landlord. Tenant shall pay, as additional rent, all costs, expenses, fines, penalties or damages which may be imposed upon the Landlord by reason of the Tenant's failure to comply with the provisions of this Section 7.3.

7.4 Waiver of Subrogation. Landlord hereby releases Tenant from liability for damage or destruction to the lands and buildings of which the demised premises are part, and Tenant hereby releases Landlord for liability for damage or destruction to any of its personal property or leasehold improvements, provided, however, that such releases shall be in force and effect only in respect of damage or destruction covered by standard policies of fire insurance with extended coverage (as maintained by the Tenant or Landlord pursuant to this Lease), and such waivers shall be in effect solely to the extent of proceeds under any said policy. Tenant and Landlord shall each cause any policies of insurance maintained by it with respect to the demised premises and the personal property contained therein or appurtenant thereto and with respect to the building of which the demised premises form a part to contain a waiver by the insurers of any rights of subrogation. In the event that there is an extra premium for such waiver, the party benefited by it shall bear the cost.

8. LANDLORD'S ACCESS FOR FUTURE CONSTRUCTION

The Landlord reserves the right to enter the leased premises in connection with the construction and erection of any additions or improvements to the building of which the leased premises are a part, provided that in the use of such right, the Landlord shall not unreasonably interfere with the use of the parking areas and driveways or the Tenant's business.

9. GLASS

The Tenant agrees to replace, at its expense, any broken glass in the windows or other apertures of the leased premises.

10. ASSIGNMENT AND SUBLETTING

10.1 Assignment, Subletting, etc. Tenant shall not sell, assign, mortgage, pledge, or, in any manner, transfer or encumber this Lease or any estate or interest hereunder, or sublet the leased premises or any part thereof, without the previous written consent of the

Landlord, said consent, both as to the assignment or sublease and as to the nature of the use of the leased premises by the assignee or subtenant, not to be unreasonably withheld. However, Landlord shall not be required to approve an assignment or a sub-lease to any proposed assignee or sub-tenant whose intended use shall not be in keeping with the standards for and general character of the Complex. In any of the events aforesaid, Tenant nevertheless shall remain primarily liable for the payment of the basic rent and all additional rents, and for the performance of Tenant's other covenants and obligations hereunder. No consent to any assignment of this Lease or subletting of any or all of the leased premises shall be deemed or construed as a consent by Landlord to any further or additional assignment or subletting. In the event of an assignment of this Lease, the assignee shall assume, by written recordable instrument reasonably satisfactory to the Landlord, the due performance of all of Tenant's obligations under this Lease. No assignment shall be valid or effective in the absence of such assumption. A true copy of such assignment and the original assumption agreement shall be delivered to Landlord within ten (10) days of the effective date of such assignment.

10.2 Transfer of Controlling Interest. The above prohibition against assignment of this Lease shall apply to a transfer (by one or more transfers) of a majority of the stock of Tenant, as if such transfer of a majority of the stock of Tenant were an assignment of this Lease; but said provisions shall not apply to transactions with a corporation (a) into, or with which, Tenant is merged or consolidated, (b) to which substantially all of Tenant's assets are transferred; or (c) that controls, is controlled by, or is under common control with Tenant, provided that, in any of such events: (i) the successor to Tenant has a net worth, computed in accordance with generally accepted accounting principles, at least equal to the greater of (x) the net worth of Tenant immediately prior to such merger, consolidation, or transfer or (y) the net worth of Tenant herein named on the date of this Lease; and (ii) proof satisfactory to Landlord of such net worth shall have been delivered to Landlord at least ten (10) days prior to the effective date of any such transaction.

10.3 Recapture of Premises. If at any time during the term, Tenant shall have received a bona fide offer from a prospective sub-tenant of the leased premises with respect to proposed occupancy as sub-tenant of all or a portion of the leased premises, Tenant shall furnish a copy of such offer to Landlord. In addition to the right to exercise reasonable consent with respect to the proposed sub-tenancy, Landlord shall have the right, by written notice given to Tenant within ten (10) days of Landlord's receipt of the copy of such offer, to agree to accept the proposed sub-tenant as a direct tenant of Landlord for the leased Premises only and not for any other premises owned by Landlord without Tenant's prior written consent. In the event that (i) Landlord shall have given timely notice as aforesaid to Tenant, (ii) Landlord and the prospective sub-tenant shall have entered into a written agreement for direct tenancy of the leased premises by such sub-tenant, and (iii) such sub-tenant shall have entered into occupancy of the leased premises and commenced direct payment of rent to Landlord, then automatically upon the occurrence of all three such events, Landlord and Tenant hereunder shall be and become released from any further obligation under the Lease, and the Lease between Landlord and Tenant hereunder shall be deemed terminated and of no further force and effect (rental to be adjusted as of the date of termination). If Landlord shall not have given notice to Tenant within the said ten (10) day period, Landlord shall be deemed to have waived its right to affect a direct tenancy with the proposed sub-tenant. It is understood and agreed that neither party hereto shall be released

from its obligations to the other party unless and until Landlord shall have entered into an agreement in writing as aforesaid with the proposed sub-tenant and such sub-tenant shall have entered into occupancy of the leased premises and commenced direct payment of rent to Landlord. Unless and until the said events shall have occurred by virtue of which Landlord and Tenant shall have been released from their obligations under the Lease, the Lease shall remain in full force and effect and shall continue to be binding upon Landlord and Tenant.

11. FIRE

11.1 In case of any damage to the building on the Complex by fire or other casualty occurring during the term of this Lease or previous thereto, which renders the leased premises wholly untenable so that the same cannot be repaired within one hundred twenty (120) days from the happening of such damage, the Landlord shall advise the Tenant in writing within twenty-five (25) days of such casualty as to such fact. Within fifteen (15) days after such written notice, Landlord or Tenant shall have the option to terminate the within Lease by notice, one to the other, in writing, by certified mail, return receipt requested. In the event either Landlord or Tenant shall terminate the within Lease, then, in such event, the Tenant shall immediately surrender the leased premises within thirty (30) days, and shall pay rent only to the time of such damage or casualty, and subject to Landlord's obligation to return the security deposit paid hereunder, the Landlord and Tenant shall be mutually released of lease liability, one to the other, and the Landlord may re-enter and repossess the leased premises, discharged of obligation under this Lease. In the event the Lease shall not be cancelled by Landlord or Tenant as hereinabove provided, then, in that event, the Landlord shall repair the leased premises with due diligence and with reasonable speed and dispatch, by the use of the insurance proceeds paid to the Landlord for said loss. Landlord shall not be required to expend any sums other than said insurance proceeds received by it for this purpose (less any costs of adjustment or other costs paid by the Landlord to obtain said insurance proceeds). During the period of repair and restoration, the rent shall abate on a square footage basis to reflect that portion of the demised premises which is not usable. Full rent shall recommence after the premises are restored.

11.2 If the leased premises shall be damaged, but the damage to the leased premises is repairable within ninety (90) days, the Landlord agrees to repair the same with due diligence and reasonable promptness, by the use of the insurance proceeds paid to the Landlord for said loss. In such event, the obligation of Tenant to pay rent shall not abate.

11.3 The Tenant shall immediately notify the Landlord in case of fire or other damage to the leased premises. In determining what constitutes reasonable promptness, for the purposes of this Paragraph 11, consideration shall be given to delays caused by acts of God, strikes, and other causes of Force Majeure beyond the Landlord's control.

12. COMPLIANCE WITH LOCAL RULES AND REGULATIONS

12.1 The Tenant covenants and agrees that upon and after acceptance and occupancy of the leased premises, it will promptly execute and comply with all statutes, ordinances, rules, orders, regulations, and requirements of the Federal, State, and City Government and of any and all of their departments and bureaus (provided same are applicable

to Tenant's occupancy or use of said leased premises) and to the reasonable rules promulgated by the Landlord in writing, pursuant to Paragraph 1.2, for the correction, prevention, and abatement of nuisances, violations, or other grievances, in, upon, or connected with said leased premises during said term and arising from the operations of the Tenant therein, at the Tenant's sole cost and expense, subject to the right of the Tenant to contest the decision by any such department or bureau, as hereinafter mentioned. In the event the Tenant contests any such governmental decision, it shall indemnify, defend, and save the Landlord harmless from any fine, penalty, costs, and liability imposed upon the Landlord as a result of Tenant's failure to so comply. The Tenant covenants and agrees, at its own cost and expense, to comply with such reasonable and ordinary regulations or requests as may be required by the fire or liability insurance carriers providing insurance for the leased premises, and will further comply with such other requirements that may be promulgated by the Board of Fire Underwriters in connection with the use and occupancy of the leased premises by the Tenant in the conduct of its business. Tenant shall be responsible to obtain any Certificate of Occupancy that may be required by the municipality relative to the Tenant's occupancy and use of the leased premises. Anything hereinabove to the contrary notwithstanding, it is expressly understood and agreed that the Tenant shall not be required to make any changes in the building if the same are required by governmental regulation, fire, or liability insurance carrier, or regulations of the Board of Fire Underwriters, as the same may be applicable as a matter of general application to the leased premises, provided that the Tenant shall be required to make non-structural changes that may be required by governmental regulation if directly resulting from Tenant's particular occupancy and use of the building in the conduct of its business. Tenant shall not be required to make structural changes which may be required by governmental regulation, unless the need for said structural changes are directly resulting from Tenant's particular occupancy and use of the demised premises in the conduct of its business. If structural changes are required due to Tenant's particular occupancy, then, in that event, in the reasonable judgment of the Landlord, if such structural changes required for Tenant's use impair the structural integrity or design of the building, Landlord shall have a right, within thirty (30) days, to terminate the within Lease unless within said thirty (30) day period the Tenant shall abate the violation by means other than structural change.

12.2 If the Tenant shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations, and requirements, or any of them, failure of the Tenant to comply with the requirements of Paragraph 12.1 above shall be deemed an item of default for which the Landlord shall have recourse by termination of this Lease or exercise of any other rights reserved to the Landlord hereunder, in accordance with the terms and conditions of this Lease. Prior to termination by the Landlord pursuant to this Paragraph, Landlord shall be required to give Tenant written notice of Tenant's default hereunder and to grant Tenant a reasonable period of time to cure said default.

12.3 ISRA Compliance.

A. Tenant shall, at Tenant's own expense, comply with the Industrial Site Recovery Act, N.J.S.A. 13:1K-6 et seq., the regulations promulgated thereunder and any amending and successor legislation and regulations ("ISRA"). Tenant shall, at Tenant's own expense, make all submissions to, provide all information to, and comply

with all requirements of, the Industrial Site Evaluation Element or its successor ("Element") of the New Jersey Department of Environmental Protection or its successor ("NJDEP").

B. Provided this Lease is not previously canceled or terminated by either party or by operation of law, Tenant shall commence its submission to the Element in anticipation of the end of the Lease term, no later than one year prior to the expiration of the Lease term.

C. For purposes of this paragraph, the term "Environmental Documents" shall mean all environmental documentation concerning the leased premises or its environs, in the possession or under the control of Tenant, including without limitation all sampling plans, cleanup plans, preliminary assessment plans and reports, site investigation plans and reports, remedial investigation plans and reports, remedial action plans and reports or the equivalent, sampling results, sampling result reports, data, diagrams, charts, maps, analyses, conclusions, quality assurance/quality control documentation, correspondence to or from the Element or any other municipal, county, state or federal governmental authority, submissions to the Element or any other municipal, county, state or federal governmental authority and directives, orders, approvals and disapprovals issued by the Element or any other municipal, county, state or federal governmental authority. During the term of this Lease and subsequently promptly upon receipt by Tenant or Tenant's representatives, Tenant shall deliver to Landlord all Environmental Documents concerning or generated by or on behalf of Tenant, whether currently or hereafter existing.

D. Tenant shall notify Landlord in advance of all meetings scheduled between Tenant or Tenant's representatives and NJDEP or any other environmental authority, and Landlord and Landlord's representatives shall have the right, without the obligation, to attend and participate in all such meetings.

E. Should the Element or any other division of NJDEP or other governmental authority determine that a remedial action work plan be prepared and that remediation be undertaken because fill materials, or hazardous or toxic substances, pollutants or wastes exist, or have been spilled, discharged or placed in, on, under or about the leased premises during the Lease term, Tenant shall, at Tenant's own expense, promptly prepare and submit a remedial action work plan and establish a remediation funding source, which plan and funding source shall be satisfactory to Landlord, and shall promptly implement the approved remedial action work plan to the satisfaction of Landlord. In no event shall Tenant's remedial action involve engineering or institutional controls, including without limitation capping, deed notice, declaration of restriction or other institutional control notice pursuant to P.L. 1993, c.139, and notwithstanding NJDEP's requirements, Tenant's remedial action shall meet the most stringent NJDEP remediation standards for soil, surface water and groundwater. Promptly upon completion of all required investigatory and remedial activities, Tenant shall restore the affected areas of the leased premises from any damage or condition caused by the work,

including without limitation closing, pursuant to law, any wells installed at the leased premises.

F. At no expense to Landlord, Tenant shall promptly provide all information requested by Landlord or NJDEP for preparation of a non-applicability affidavit, de minimus quantity exemption application, limited conveyance application or other submission and shall promptly sign such affidavits and submissions when requested by Landlord or NJDEP.

G. Should Tenant's operations at the leased premises be outside of those industrial operations covered by ISRA, Tenant shall, at Tenant's own expense, obtain a letter of non-applicability or de minimus quantity exemption from the Element prior to termination of the Lease term and shall promptly provide Tenant's submission and the Element's exemption letter to Landlord. Should Tenant obtain a letter of non-applicability or a de minimus quantity exemption from the Element, then Tenant shall, at Landlord's option, hire a consultant satisfactory to Landlord to undertake sampling at the leased premises sufficient to determine whether fill materials, or hazardous or toxic substances, pollutants or wastes exist or have been spilled, discharged or placed in, on, under or about the leased premises during the Lease term. Tenant's sampling shall also establish the integrity of all underground storage tanks at the leased premises. Should the sampling reveal any spill, discharge or placing of fill materials, or of hazardous or toxic substances, pollutants or wastes, in, on, under or about the leased premises, then Tenant shall, at Tenant's expense, prior to the expiration or earlier termination of the Lease term, promptly remediate the leased premises to the satisfaction of Landlord and NJDEP. In no event shall Tenant's remedial action involve engineering or institutional controls, including without limitation capping, deed notice, declaration of restriction or other institutional control notice pursuant to P.L. 1993, c. 139, and notwithstanding NJDEP's requirements, Seller's remedial action shall meet the most stringent NJDEP remediation standards for soil, surface water and groundwater.

H. If Tenant fails to obtain either: (i) a non-applicability letter; (ii) a de minimus quantity exemption; (iii) an unconditional approval of Tenant's negative declaration; or (iv) a no further action letter with respect to Tenant's remedial action work plan; (collectively referred to as "ISRA Clearance") from the Element; or fails to remediate the leased premises pursuant to subparagraph (A) above, prior to the expiration or earlier termination of the Lease term, then upon the expiration or earlier termination of the Lease term Landlord shall have the option either to consider the Lease as having ended or to treat Tenant as a holdover tenant in possession of the leased premises. If Landlord considers the Lease as having ended, then Tenant shall nevertheless be obligated to promptly obtain ISRA Clearance or fulfill the obligations set forth in subparagraph (G) above, as the case may be. If Landlord treats Tenant as a holdover tenant in possession of the leased premises, then Tenant shall monthly pay to Landlord double the regular and additional monthly rent which Tenant would otherwise have paid, until such time as Tenant obtains ISRA Clearance or fulfills its obligations under subparagraph (A) above, as the case may be, and during the holdover period all of the terms of this Lease shall remain in full force and effect.

I. Tenant represents and warrants to Landlord that Tenant intends to use the leased premises for **Warehousing and distribution of bedding material and related items**, which operations have the following Standard Industrial Classification ("S.I.C.") numbers as defined by the most recent edition of the Standard Industrial Classification Manual published by the Federal Executive Office of the President, Office of Management and Budget: _____. Tenant's use of the leased premises shall be restricted to the classifications set forth above unless Tenant obtains Landlord's prior written consent to any change in use of the leased premises, which consent shall not be unreasonably withheld. Prior to the commencement date of Tenant's Lease term, Tenant shall supply to Landlord an affidavit of an officer of Tenant ("Officer's Affidavit") setting forth Tenant's S.I.C. numbers and a detailed description of the operations and processes Tenant shall undertake at the leased premises, organized in the form of a narrative report including a description and quantifications of hazardous or toxic substances, pollutants and wastes to be generated, manufactured, refined, transported, treated, stored, handled or disposed of at the leased premises. Following commencement of the Lease term, Tenant shall notify Landlord by way of a supplemental Officer's Affidavit as to any changes in Tenant's operation, S.I.C. numbers or use, generation, manufacture, refining, transportation, treatment, storage, handling or disposal of hazardous or toxic substances, pollutants and wastes.

J. Tenant shall permit Landlord and Landlord's agents, servants and employees, including but not limited to legal counsel and environmental consultants and engineers, access to the leased premises for the purposes of environmental inspection and sampling during regular business hours, or during other hours either by agreement of the parties or in the event of any environmental emergency. Tenant shall not restrict access to any part of the leased premises, and Tenant shall not impose any conditions to access. In the event that Landlord's environmental inspection shall include sampling and testing of the leased premises, Landlord shall use its best efforts to avoid unreasonably interfering with Tenant's use of the leased premises, and upon completion of sampling and testing shall, to the extent reasonably practicable, repair and restore the affected areas of the leased premises from any damage caused by the sampling and testing.

K. Tenant shall indemnify, defend and hold harmless Landlord from and against all claims, liabilities, losses, damages, penalties and costs, foreseen or unforeseen, including without limitation counsel, engineering and other professional or expert fees, which Landlord may incur resulting directly or indirectly, wholly or partly from Tenant's action or non-action with regard to Tenant's obligations under this Paragraph.

L. This paragraph shall survive the expiration or earlier termination of this Lease. Tenant's failure to abide by the terms of this paragraph shall be restrainable by injunction.

13. TERMINATION

13.1 Tenant's Defaults. If Tenant defaults in the timely payment of basic rent or any additional rent or sum herein reserved, as required in this Lease, or if Tenant defaults in compliance with any of the other covenants or conditions of this Lease and fails to cure such default, other than the payment of basic rent or any additional rent or sum herein reserved, within Ten (10) days after the receipt of notice specifying the default, then, at the expiration of said Ten (10) days, Landlord may (a) cancel and terminate this Lease upon written notice to Tenant (whereupon the term shall terminate and expire, and Tenant shall then quit and surrender the leased premises to Landlord, but Tenant shall remain liable as hereinafter provided); and/or (b) at any time thereafter, re-enter and resume possession of the leased premises as if this Lease had not been made, Tenant hereby waiving the service of any notice of intention to re-enter or to institute legal proceedings to that end. With respect to a non-monetary default only, if Tenant promptly undertakes in good faith to cure said non-monetary default(s) within the ten-day period, and if said default(s) cannot reasonably be cured within said ten-day period, said period shall be extended for a reasonable period of time to enable Tenant to cure said default(s).

Deleted: Five

Deleted: 5

Deleted: Five (5)

Deleted: five

Deleted: five

13.2 Re-Entry by Landlord. If this Lease shall be terminated or if Landlord shall be entitled to re-enter the leased premises and dispossess or remove Tenant under the provisions of Subparagraph 13.1 (either or both of which events are hereinafter referred to as a "termination"), Landlord or Landlord's agents or servants may immediately or at any time thereafter re-enter the leased premises and remove therefrom Tenant, its agents, employees, servants, licensees, and any sub-tenants and other persons, firms, or corporations, and all or any of its or their property therefrom, either by summary dispossession proceedings or by any suitable action or proceeding at law or by peaceable re-entry or otherwise, without being liable to indictment, prosecution, or damages therefor, and may repossess and enjoy the leased premises, including all additions, alterations, and improvements thereto.

13.3 Effect of Termination. In case of termination as a result of Tenant's default, the basic rent and all other charges required to be paid by Tenant hereunder shall thereupon become due and shall be paid by Tenant up to the time of the termination, and Tenant shall also pay to Landlord all reasonable expenses which Landlord may then or thereafter incur as a result of or arising out of a termination, including, but not limited to, court costs, attorneys' fees, brokerage commissions, and costs of terminating the tenancy of Tenant, re-entering, dispossessing, or otherwise removing Tenant, and restoring the leased premises to good order and condition, and from time to time altering and otherwise preparing the same for re-letting. Upon a termination, Landlord may, at any time and from time to time, re-let the leased premises, in whole or in part, either in its own name or as Tenant's agent, for a term or terms which, at Landlord's option, may be for the remainder of the then current term, or for any longer or shorter period.

13.4 Damages. In addition to the payments required by Subparagraph 13.3 hereinabove, Tenant shall be obligated to, and shall, pay to Landlord upon demand and at Landlord's option:

A. Liquidated damages in an amount which, at the time of the termination, is equal to the excess, if any, of the then present amount of the installments of basic rent reserved hereunder, for the period which would otherwise have constituted the unexpired

portion of the then current term, over the then present rental value of the leased premises for such unexpired portion of the then current term; or

B. **Damages** (payable in monthly installments), in advance, on the first day of each calendar month following the termination, and continuing until the date originally fixed herein for the expiration of the then current term in amounts equal to the excess, if any, of the sums of the aggregate expenses paid by Landlord during the month immediately preceding such calendar month for all such items as, by the terms of this Lease, are required to be paid by Tenant, plus an amount equal to the installment of basic rent which would have been payable by Tenant hereunder in respect to such calendar month, had this Lease not been terminated, over the sum of rents, if any, collected by or accruing to Landlord in respect to such calendar month pursuant to a re-letting or to any holding over by any sub-tenants of Tenant.

13.5 **No Obligation to Re-Let.** Landlord shall in no event be liable for failure to re-let the leased premises or in the event that the leased premises are re-let, for failure to collect rent due under such re-letting; and in no event shall Tenant be entitled to receive any excess of the basic rent over the sums payable by Tenant to Landlord hereunder, but such excess shall be credited to the unpaid rentals due hereunder, and to the expenses for re-letting and preparing for re-letting, as provided herein.

13.6 **Successive Suits.** Suit or suits for the recovery of damages hereunder, or for any installments of rent, may be brought by Landlord from time to time at its election, and nothing herein contained shall be deemed to require Landlord to postpone suit until the date when the term would have expired if it had not been terminated under the provisions of this Lease, or under any provision of law, or had Landlord not re-entered into or upon the demised premises.

13.7 **Acceleration.** Anything to the contrary hereinbefore notwithstanding, Landlord shall have the option to accelerate all future rentals due and hold Tenant responsible, in advance, for the aggregate "damages" (as described in this Paragraph 13) to be suffered by Landlord during the remainder of the then current term.

13.8 **Late Fee and Legal Fee.** Landlord, at its option, in addition to any and all remedies available to it, shall have the right to charge legal fees actually incurred by Landlord in connection with any default on the part of Tenant, together with court costs incurred by Landlord in connection with litigation against the Tenant on account of Tenant's default. In addition, Landlord shall be entitled to a late charge for any rent received later than the fifth (5th) day of the month in which said rent was due, which fee shall be five percent (5%) per month in the amount of such overdue rent. Tenant shall also pay an administrative fee of Fifty Dollars and 00/100 (\$50.00) as additional rent for any check paid to Landlord which check is returned from Tenant's bank for any reason whatsoever.

13.9 **Waiver of Redemption.** Tenant hereby waives all rights or redemption to which Tenant or any person claiming under Tenant might be entitled, after an abandonment of the leased premises, or after a surrender and acceptance of the leased premises and the Tenant's leasehold estate, or after a dispossession of Tenant from the leased premises, or after a

Deleted: ten

Deleted: 10

termination of this Lease, or after a judgment against Tenant in an action in ejectment, or after the issuance of a final order or warrant of dispossession in a summary proceeding, or in any other proceeding or action authorized by any rule of law or statute now or hereafter in force or effect.

14. INSPECTION BY LANDLORD

The Tenant agrees that the said Landlord's agents and other representatives shall have the right, upon reasonable notice to Tenant (except in cases of emergency), to enter into and upon the leased premises, or any part thereof, at all reasonable hours without unduly disturbing the operations of the Tenant for the purpose of examining the same or for making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

15. NOTICES

All notices required or permitted to be given to the Landlord shall be given by overnight courier (providing same retains proof of receipt) or certified mail, return receipt requested, addressed to the Landlord at the address set forth at the head of this Agreement, or such other place as the Landlord shall designate in writing. A copy of any notice to Landlord shall be mailed also by certified mail, return receipt requested, to Landlord's counsel, Clancy, Callahan & Smith, Esqs., at 103 Eisenhower Parkway, Roseland, New Jersey 07068-1029. All notices required or permitted to be given to the Tenant shall be given by overnight courier (providing same retains proof of receipt), or certified mail, return receipt requested, addressed to the Tenant at the demised premises, or such other place as the Tenant shall designate in writing. Either party may change its address for delivery of notices by a written notice to that effect, said written notice to be given in accordance with this Paragraph.

16. NON-WAIVER

The failure of the Landlord or Tenant to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any one or more instance, shall not be construed as a waiver or relinquishment of any such covenants, conditions, or options, but the same shall be and remain in full force and effect. If the Landlord or Tenant pursues any remedy granted by the terms of this Lease or the terms of applicable law, it shall not be construed as a waiver or relinquishment of any other remedy afforded thereby.

17. NON-LIABILITY OF LANDLORD

17.1 Landlord shall not be liable for any damage or injury to property or person caused by or resulting from steam, electricity, gas, water, rain, ice, or snow, or any leak or flow from or into any part of said building, or from damage or injury resulting or arising from any other cause or happening whatsoever. The within covenant by Tenant is an express inducement to the Landlord to enter into the within Lease.

17.2 Anything hereinabove contained to the contrary notwithstanding, the Tenant, in all events, shall assume all risk of damage or loss to its property, equipment, and fixtures occurring in or about the leased premises, whatever the cause of such damage or loss.

17.3 Landlord and Tenant represent and acknowledge each to the other that in any interaction between Tenant and any representative of Landlord (including but not limited to, any partner, general or limited, of Landlord or any employee of Landlord) relating directly or indirectly to the within Lease Agreement said representative was acting not in his or her individual capacity but solely as a representative of the Landlord. Accordingly, Tenant agrees that if Landlord, through the actions of any of its representatives, shall breach any of the provisions hereof, Tenant shall not institute any claim or suit naming any partner, general and limited, of Landlord, nor any employee of Landlord, on account of said breach by Landlord, of any of the provisions hereof. If Landlord shall breach any of the provisions hereof, Landlord's liability shall in no event exceed Landlord's interest in the land and building of which the leased premises are a part as of the date of Landlord's breach. Tenant expressly agrees that any judgment or award which it may obtain against Landlord shall be recoverable and satisfied solely out of the right, title, and interest of Landlord in and to the leased premises, together with the insurance proceeds, if any, as aforesaid. Tenant shall have no rights against the Partners of Landlords or rights of lien or levy against any other property of Landlord (or of any person or entity comprising Landlord), nor shall any other property or assets of Landlord be subject to levy, execution or other enforcement proceedings for the collection of any such sums or satisfaction of any such judgment or award. In the event that Tenant wrongfully seeks to assert a claim or lawsuit against any partner, general and limited, of Landlord, or against any of Landlord's employees, Landlord shall be entitled to recover, as against Tenant, Landlord's reasonable attorney's fees and court costs incurred in obtaining the dismissal of said claim or lawsuit pursuant to this Paragraph.

18. CONDEMNATION

If the whole or part of the leased premises shall be acquired by Eminent Domain for any public or quasi public use or purpose so that the leased premises cannot be used for its intended leased purposes, then and in that event, the term of this Lease shall cease and terminate from the date that possession of the leased premises is taken by the condemning authority in the Eminent Domain proceeding, or as the result of the delivery of a deed in lieu of condemnation under threat of condemnation. If the Lease is not terminated, the Landlord agrees to restore the leased premises to an integrated architectural unit to the extent permitted by law so as to permit Tenant to conduct its business in the same manner as theretofore, and there shall be an equitable abatement of rent as to any portion of the leased premises not restored or replaced. Tenant shall have no claim against the Landlord for the value of any unexpired term of said Lease. No part of any award made to the Landlord shall belong to the Tenant, nor shall the Tenant make any claim against the condemning authority for the value of its leasehold. Anything hereinabove contained to the contrary notwithstanding, it is expressly understood and agreed that, without affecting Landlord's award as hereinabove referred to, the Tenant may make such independent claim as the law may allow, including, but not limited to, the value of Tenant's leasehold improvements, if any, trade fixtures and equipment, moving or relocation expenses, and business interruption.

19. INCREASE OF INSURANCE RATES

If the rate which the Landlord must pay to secure fire insurance shall be increased because of any change in occupancy or use of the leased premises by the Tenant which shall increase the rating beyond usual industrial use, or because of the Tenant's non-compliance with the rules and reasonable and ordinary regulations or requests of the fire insurance carrier, or as otherwise required by the terms and conditions of this Lease, then such increase shall be paid by the Tenant to the Landlord as additional rent. Landlord shall, upon Tenant's request, provide Tenant with copies of bills, etc., substantiating said increase. Tenant shall be entitled to endeavor to obtain equivalent insurance, satisfactory in form and substance to Landlord (consent of Landlord not to be unreasonably withheld), at a lesser premium and issued by an insurance carrier authorized to transact business in New Jersey. In said event, Landlord and Tenant shall agree upon said insurance carrier and the mechanics of payment of the premiums therefor.

20. INDEMNIFICATION OF LANDLORD

Tenant agrees to indemnify and save Landlord harmless from and against all liability and all loss, cost, and expense, including reasonable attorney's fees and costs, arising out of the operation, maintenance, management, and control of the leased premises or in connection with (a) any injury or damage whatsoever caused to or by any person, including Tenant, its employees, contractors, or agents, or to property, including Tenant's property, arising out of any occurrence on the leased premises; (b) any breach of this Lease by Tenant; (c) any act or omission of Tenant or of any person on the leased premises, occurring in, on, or about the leased premises; or (d) any contest or proceeding brought by Tenant as may be provided for herein. The provisions hereof are not intended to abrogate the provisions of Paragraph 7.4 hereinabove (Waiver of Subrogation).

21. SUBORDINATION

21.1 Subordination of Mortgages. This Lease is hereby made and shall be subject and subordinate to all mortgages which may now or hereafter affect the premises, and to all renewals, modifications, consolidations, replacements or extensions thereof.

21.2 Tenant's Certificate. Notwithstanding the automatic applicability, as to all current and future mortgages, of the subordination of this Lease, Tenant shall, upon request of Landlord, execute any instrument which may be deemed necessary or desirable by Landlord to confirm such subordination or as otherwise required for mortgage financing or sale of the Premises including but not limited to, certified financial statements and estoppel certificates executed and acknowledged to any mortgages or purchaser, or any proposed mortgage lender or purchaser, including but not limited to certifications that this Lease is in full force and effect or, if not, in what respect it is not, that this Lease has not been modified, or the extent to which it has been modified; and that there are not existing defaults hereunder to the best of Tenant's knowledge, or specifying the defaults, if any. If Tenant fails to respond after due notice within seven (7) days, it shall automatically constitute affirmation of the items contained in the estoppel statement.

22. TAXES AND IMPOSITIONS

22.1 Real Estate Taxes and Impositions. As additional rent hereunder, Tenant shall reimburse to Landlord upon demand or in accordance with Section 4.03 hereinbelow, at the Landlord's option, Tenant's Pro Rata Share (as defined hereafter) of the Real Property Taxes (as defined hereinbelow) and assessments (whether special, for improvements or otherwise) levied and assessed against the land and building owned by the Landlord of which the Premises form a part.

22.2 Definition. The term "Real Property Taxes" means all real property taxes currently in existence on the land and buildings of which the Premises are part, together with any and all taxes or imposts which may at some future time be levied by any governmental entity in total or partial substitution for current real property taxes, including, without limiting the generality thereof, personal property taxes, rental gross receipt taxes, leasehold improvement taxes, use and occupancy taxes and excise taxes.

22.3 Payment. Upon notice by the Landlord, Tenant shall deposit monthly, at the same time and place as the payment of Basic Rent, an amount equal to one-twelfth (1/12) of the Landlord's reasonable estimate of Tenant's Pro Rata Share of the annual Real Property Taxes and assessments for the tax fiscal year. Based on Tenant's pro rata share of Six and 15/100 percent (6.15 %) on total of 407,000 sq. ft. of building. Any overpayment of the Tenant's Pro Rata Share of such increase in Real Property Taxes and assessments for any tax fiscal year shall be credited to rent thereafter due and payable, and any balance of such increase not covered by the monthly deposits shall be paid by the Tenant within five (5) days of the Landlord's demand therefor. Any interest earned on the deposits payable hereunder shall be and remain the property of the Landlord. Notwithstanding anything to the contrary contained herein or elsewhere in this Lease, if at any time the taxing authority shall direct payment from the Landlord for taxes and/or assessments in advance of presently established due dates, Tenant shall be required to make its payments to Landlord called for hereunder in a manner so as to permit Landlord to comply with any such directives.

22.4 Apportionment. The amount of Real Property Taxes and assessments for the Last Year of Term. The amount of Real Property Taxes and assessments for any partial calendar year during the Term shall be apportioned between Landlord and Tenant in accordance with the portion of the tax year within the Term.

23. CHANGE IN SCOPE OF TAXATION

23.1 If, at any time during the term of this Lease, the method or scope of taxation prevailing at the commencement of the lease term shall be altered, in whole or in part, so that in substitution for the real estate taxes now assessed there may be, in whole or in part, a capital levy or other imposition on the value of the leased premises, or the rents received therefrom, or some other form of taxation on the whole or in part on some other valuation of the leased premises, then and in such event, such substituted tax or imposition shall be paid and discharged by the Tenant in the event of any increase therein in the same manner as provided in Paragraph 22 above, and provided that the formalization is consistently applicable.

23.2 Nothing in this franchise, inheritance, succession, or revenue tax, or Federal Income Tax substitution of real estate taxes and obligation of the Tenant as above provided.

se contained shall require the Tenant to pay any levy, or transfer tax of the Landlord, or excess profits State Income Tax, unless said State Income Tax is in lieu to the extent of the same, which shall then be the duty.

24. SIGNS

Tenant shall be entitled to place signs on the premises, subject to all governmental or quasi-governmental requirements and approvals. Landlord's consent as to placement and content of signs shall not be required; however, Tenant shall notify Landlord of its intent regarding signs and shall endeavor to cooperate with Landlord's wishes relating to overall building appearance and fairness to other tenants.

put signs in the demised premises, providing said signs comply with all governmental requirements and approvals. Landlord's consent as to placement and content of signs shall not be required; however, Tenant shall notify Landlord of its intent regarding signs and shall endeavor to cooperate with Landlord's wishes relating to overall building appearance and fairness to other tenants.

25. LEASE CONSTRUCTION

The Lease shall be construed pursuant to the laws of the State of New Jersey.

IN

26. BINDING EFFECT

The terms, covenants, and conditions of the within Lease shall be binding upon the parties hereto, and their respective heirs, successors, executors, administrators, and assigns.

conditions of the within Lease shall be binding upon the parties hereto, and their respective heirs, successors, executors, administrators, and assigns.

27. DEFINITIONS

The neuter gender, words used in the singular, and words used in the plural shall include all persons, firms, and corporations; and words used in the plural shall include words in the plural, where the text of the instrument so requires.

sed herein, shall include all persons, firms, and corporations; and words used in the plural, where the text of the instrument so requires.

28. PARAGRAPHS

The paragraph headings herein are inserted only as a matter of convenience and do not define, limit, or describe the scope of this Lease nor the intent of any provision hereof.

GS

rein are inserted only as a matter of convenience and do not define, limit, or describe the scope of this Lease nor the intent of any provision hereof.

29. ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties, and no other modifications shall be effective unless set forth in an instrument in writing executed by both parties hereto.

the agreement between the parties, and no other modifications shall be effective unless set forth in an instrument in writing executed by both parties hereto.

30. STATEMENT OF COMPLIANCE

Upon Tenant's acceptance of the leased premises and entering possession, pursuant to the terms and conditions hereof, Tenant covenants and agrees that it will furnish to Landlord a statement that it accepts the leased premises and agrees to pay rent from the date of acceptance, subject to the terms and conditions of the Lease as herein contained, which statement may be in recordable form if required by Landlord. Landlord and Tenant further agree that they will execute, as a condition of the within Lease, subsequent to the commencement date, an estoppel letter as may be required from any mortgagee from time to time, certifying among other things the commencement date of the Lease, status of current rent payments by Tenant, and any other pertinent information as may be reasonably required by such mortgagee as it affects the status of the within Lease.

31. SECURITY

Tenant shall deposit with Landlord the total sum of **Thirty-two thousand three hundred seventy-five dollars, (\$32,375.00)** which represents three months of gross security (security shall at all times equal three months of the gross rental consistent with rental increases), for the payment of the rent due hereunder and the full and faithful performance by Tenant of the covenants and conditions on the part of Tenant to be performed. Said security deposit shall not be deemed a pre-payment of any rental. In the event Tenant seeks to allocate said security deposit as rental payment, in violation of the Lease, Landlord shall be entitled to collect from Tenant, as liquidated damages, therefore, for each month which Tenant seeks to allocate said security deposit towards rental, an amount equal to three months of the basic rental plus Landlord's legal expenses, if any. The security deposit shall be returned to Tenant, without interest, after the expiration of the term, provided that Tenant has fully and faithfully performed all such covenants and conditions and is not in arrears in rent. Landlord may, if it so elects, have recourse to such security to make good any default by Tenant; in which event such recourse shall be deemed to either (1) intended by the parties hereto to be a contemporaneous exchange for contemporaneous exchange; or (2) in payment of a debt incurred by the Tenant in ordinary course of business or financial affairs of the Tenant and Landlord, made according to ordinary business terms. Upon Landlord have recourse to such security to make good any default by Tenant, as aforesaid, Tenant shall, if Landlord so demands, promptly restore said security to its original amount. Liability to repay said security to Tenant shall run with the reversion and title to the Leased premises, whether any change in ownership thereof be by voluntary or involuntary alienation. Landlord shall assign or transfer said security for the benefit of Tenant, to any subsequent owner or holder of the reversion or title to the Leased premises, in which case such assignee or transferee shall become liable for the repayment thereof as herein provided, and the assignor or transferor shall be deemed to be released by Tenant from all liability to return such security. This provision shall be applicable to every alienation or change in title and shall in no way be deemed to permit Landlord to retain the security after termination of Landlord's ownership of the reversion or title. Tenant shall not mortgage, encumber or assign said security without the prior written consent of Landlord. **Two month's security \$21,583.34 due upon signing of lease. Balance of security (one month \$10,791.66) to be paid in six payments of \$1,798.61 starting April 1, 2007 through to September 1, 2007.**

32. PREMISES "AS IS"

Neither Landlord nor Landlord's agents have made any representations or promises with respect to the physical condition of the building of which the leased premises are part, the land upon which such building is erected, or the leased premises, the rents, leases, expenses of operation or any other matter or thing affecting or related to the leased premises except as herein expressly set forth, and no rights, easements, or licenses are acquired by Tenant by implication or otherwise except as expressly set forth in this Lease. Tenant has inspected the building and the leased premises and is thoroughly acquainted with their condition, and agrees to take the same "as is" and acknowledges that the taking of possession of the leased premises by Tenant shall be conclusive evidence that the leased premises and the building of which the same form a part were in good and satisfactory condition at the time such possession was so taken.

33. BROKERAGE

Landlord and Tenant represent that no realtor was instrumental in consummating this Lease. Each party shall indemnify and hold harmless the other from all loss, cost, or expense of any nature, including reasonable attorneys' fees, arising out of a misrepresentation by such indemnifying party.

34. TENANT'S PRO RATA SHARE

The term "Tenant's pro rata share" as it appears in this Lease is herein defined as Six and 15/100 percent (6.15 %) based on 407,000 total sq. ft. of building for tax and insurance and Four and 55/100 percent (4.55%) for all other CAM charges

35. ADDITIONAL RENT

All costs and charges of whatever nature to be paid by Tenant under this Lease, whether to made to Landlord or to any other party, shall be deemed additional rent, whether or not expressly so stated elsewhere in this Lease.

36. GENERAL PROVISIONS

36.1 **Holding Over.** If Tenant shall, with the knowledge and consent of Landlord, hold over after the expiration or other termination of this Lease, then in such event, the Tenant shall become a month-to-month Tenant on the same terms and conditions (except as the same may be then applicable) as are in effect on the date of said expiration or earlier termination. If, however, the Tenant shall, without the consent of the Landlord, hold over after expiration or earlier termination of this Lease, and if Tenant is not otherwise in default hereunder, such

holding over shall not be deemed to create an extension of the Term, but such occupancy shall be deemed to create a month-to-month tenancy at twice the rental rate, and on the same terms and conditions (except as the same may be then inapplicable) as are in effect on the date of said expiration or earlier termination.

36.2 Waiver of Jury Trial. IT IS MUTUALLY AGREED BY AND BETWEEN LANDLORD AND TENANT THAT THE RESPECTIVE PARTIES HERETO SHALL, AND THEY HEREBY DO, WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER OF THE PARTIES HERETO AGAINST THE OTHER (EXCEPT FOR PERSONAL INJURY OR PROPERTY DAMAGE) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, THE RELATIONSHIP OF LANDLORD AND TENANT, TENANT'S USE OF OR OCCUPANCY OF THE LEASED PREMISES, AND ANY EMERGENCY STATUTORY OR ANY OTHER STATUTORY REMEDY. It is further mutually agreed that in the event Landlord commences any summary proceedings for non-payment of rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.

36.3 Inability to Give Possession. If Landlord shall be unable to give possession of the leased premises on the date of the commencement of the Term, because of the holding over or retention of possession of any Tenant, undertenant or occupants, or because of the fact that a Certificate of Occupancy for the leased premises has not been procured, or for any other reason not within Landlord's control, then, and in any of such events, Landlord shall not be subject to any liability for failure to give possession on said date, and the validity of this Lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the Term, but the rent payable hereunder shall be abated (provided Tenant is not responsible for the inability to obtain possession) until after Landlord shall have given Tenant written notice that the leased premises are substantially ready for Tenant's occupancy.

36.4 Trash. Tenant shall store and dispose of all trash and garbage in suitable containers and locate same as Landlord designates from time to time. Tenant shall not burn any paper, trash or garbage in or about the leased premises or the Complex.

36.5 Tenant to Perform its Obligations under this Lease. The Tenant shall keep the leased premises in a clean and sanitary condition, free from vermin and escaping offensive odors.

36.6 Storage. Tenant is prohibited from storing any materials, equipment, parts, pallets or any other items used in its business outside of the leased premises, or anywhere outside of the Complex.

36.7 Quiet Enjoyment. Tenant shall neither create, nor allow the creation of, any public or private nuisance in, about, or upon the leased premises or the Complex including, but not being limited to, loud noise, noxious odors and/or behavior which is, in Landlord's sole discretion, deleterious to the quiet enjoyment of other tenants in the Complex and/or negatively impacting upon the character of the Complex in which the leased premises are situated. Further,

no dogs, birds, or other animals or pets shall be kept in, about, or upon the leased premises or outside of the Complex without Landlord's prior written consent obtained in each instance. A violation of this Paragraph of the Lease shall constitute a material default on the part of Tenant under this Lease. Landlord covenants that the Tenant shall and may peaceably and quietly have, hold and enjoy the leased premises for the term of the Lease.

36.8 **Floor Loads.** Tenant shall not place a load upon any floor of the leased premises exceeding the floor load per square foot area which it was designed to carry and which is allowed by law. Landlord reserves the right to prescribe the weight and position of all safes, business machines and mechanical equipment. Such installations shall be placed and maintained by Tenant, at Tenant's expense, in settings sufficient, in Landlord's judgment, to absorb and prevent vibration, noise and annoyance.

36.9 **Parking.** Tenant shall have the non-exclusive privilege to use such common parking areas of the Complex for the parking of Tenant's motor vehicles as may be made available from time to time by Landlord, in common with others to whom Landlord may grant such privilege provided such motor vehicles shall not obstruct or otherwise interfere with the loading platforms of any other tenant.

36.10 **Submission Not Binding.** Submission by the Landlord of the within Lease for execution by the Tenant shall confer no rights nor impose any obligations on either party, unless and until both the Landlord and Tenant shall have executed this Lease and duplicate originals thereof shall have been delivered to the respective parties.

37. END OF TERM

37.1 **Condition of Premises.** Tenant shall, on the last day of the Term or renewal, as the case may be, or upon the earlier termination of the Lease, peaceably and quietly surrender and deliver up to Landlord the leased premises broom-clean (including, but not being limited to, the floor, walls, ducts, exposed piping, and ceiling), with the demised premises and all equipment in or appurtenant thereto, in as good condition and repair as when delivered to Tenant.

38. LIEN OF LANDLORD

38.1 **Lien of Landlord.** Landlord is hereby granted a lien, in addition to any statutory lien or right to distrain that may exist, on all property of Tenant in or upon the leased premises, to secure payment of the rent and performance of the covenants and conditions of this Lease. Such lien is agreed to constitute a security interest and this Lease a Security Agreement within the meaning of Article 9 of the Uniform Commercial Code of New Jersey (N.J.S.A. 12A:9-101, *et seq.*), filed with appropriate governmental agencies as evidence thereof, together with continuation thereto.

38.2 Enforcement of Lien Rights. Upon default by Tenant beyond any grace period to cure same, Landlord shall have the right, as agent of Tenant, to take possession of any furniture, fixtures or other personal property of Tenant found in or about the leased premises, and sell the same at public or private sale and to apply the proceeds thereof to the payment of any monies becoming due under the Lease, the Tenant hereby waiving the benefit of all laws exempting property from execution, levy and sale on distress or judgment. Tenant agrees to pay, as additional rent, all reasonable attorney's fees and other expenses incurred by Landlord in enforcing its lien given above.

39. BANKRUPTCY, INSOLVENCY, ETC.

If at any time after the date of this Lease (whether prior to the commencement of or during the Term) (a) any proceedings in bankruptcy, insolvency or reorganization shall be instituted against Tenant pursuant to any Federal or State law now or hereafter enacted, or any receiver or trustee shall be appointed of all or any portion of Tenant's business or property, or any execution or attachment shall issue against Tenant or any of Tenant's business or property or against the leasehold estate created hereby, and any of such proceedings, process or appointment be not discharged and dismissed within thirty (30) days from the date of such filing, appointment or issuance; or (b) Tenant shall be adjudged a bankrupt or insolvent, or Tenant shall make an assignment for the benefit of creditors, or Tenant shall file a voluntary petition in bankruptcy or petitions for (or enters into) and arrangement or for reorganization, composition or any other arrangement with Tenant's creditors under any Federal or State law now or hereafter enacted, or this Lease or the estate of Tenant herein shall pass to or devolve upon, by operation of law or otherwise, anyone other than Tenant (except as herein provided), the occurrence of any one of such contingencies shall be deemed to constitute and shall be construed as a repudiation by Tenant of Tenant's obligations hereunder and shall cause this Lease *ipso facto* to be canceled and terminated, without thereby releasing Tenant; and upon such termination Landlord shall have the immediate right to re-enter the leased premises and to remove all persons and property there from and this Lease shall not be treated as an asset of Tenant's estate and neither Tenant nor anyone claiming by, through or under Tenant by virtue of any law or any order of any Court shall be entitled to the possession of the leased premises or to remain in the possession thereof. Upon the termination of this Lease, as aforesaid, Landlord shall have the right to retain as partial damages, and not as a penalty, any prepaid rents deposited by Tenant hereunder, and Landlord shall also be entitled to exercise such rights and remedies to recover from Tenant as damages such amounts as are specified in Paragraph 13.1 hereof. As used in this Paragraph 40, the term "Tenant" shall be deemed to include Tenant and its successors and assigns and the guarantor(s), if any, of Tenant's obligations under this Lease.

40. ATTORNMEN

Tenant agrees that in the event of a sale, transfer or assignment, or sale and leaseback, of Landlord's interest in the real property of which the leased premises are part, or any part thereof, including the leased premises, or in the event any proceedings are brought for

the foreclosure of or for the exercise of any power of sale under any mortgage constituting a lien upon such real property or any part thereof, including the leased premises, to attorn to and to recognize such transferee, purchaser, or mortgage, as Landlord under this Lease or, in the case of a sale-leaseback, to continue to recognize Landlord as its lessor under this Lease. The foregoing provisions of this Paragraph shall be self-operative and no further instrument shall be required to give effect to said provisions. Tenant, however, agrees, at the request of the party to which it has attorned, to execute, acknowledge and deliver without charge, from time to time, instruments acknowledging such attornment, and to execute such other documents, including estoppel certificates and certified financial statements, as may reasonably be requested by such party.

41. GUARD SERVICE

Landlord may, but shall not be obligated to, provide guard service for the building and Complex of which the leased premises are a part. Tenant shall pay to the Landlord, as additional rent, together with payment of the basic rent, its pro rata share of **Four and 55/100 percent (4.55 %)** of said service based on **550,000 total sq. ft. of building.**

42. NET LEASE. Notwithstanding any other term of the contrary contained in this Lease, the parties acknowledge that it is the purpose and intent of the Landlord and tenant that the annual Basic Rent and Additional Rent shall be absolutely net to the Landlord, so that this Lease shall yield net, to Landlord, the annual Basic Rent and Additional Rent as provided in this Lease.

43. LANDLORD'S WORK:

1. Landlord will **reinstall heaters**
2. Landlord will **render the premises broom swept** before occupancy

44. OPTION TO RENEW:

Tenant has the option to **renew this lease** for an additional five (5) years by giving the Landlord six (6) month's prior written notice before expiration of current lease. Prices will be negotiated at that time.

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, February 22, 2007 1:59 PM
To: 'Mrsc949@aol.com'
Subject: Document review (Spring Coil Bedding)

Eileen --

I am going over the documents provided. I have a few questions (so far)...

1. For the lease, has it been signed yet? We will need a signed copy to process the reestablishment payment (for increased rent...maximum \$10,000).

2. On the estimates from Technology in Motion:

a. The first estimate indicates in one place it is to "oversee the move of equipment" in another place "this is just a quote to move the machinery only, not the raw materials...". I just want to verify that they will be disassembling, disconnecting, packing, and then reassembling and reconnecting the equipment.

b. On this same estimate they include a rigging fee of \$20,000. With this included in their estimate, please confirm that rigging will not be supplied by other movers(s) as outlined in their estimates (Classic Distribution & Quick Transfer).

c. The second estimate from Technology in Motion is for move planning support. Do you have additional documentation or a more detailed scope of work for what they are doing? For example, will they (or have they already) determined needs for installation of equipment at new property (i.e., reconnection needs for electrical, plumbing, & mechanical); determine modifications needed to personal property for equipment installation to fit the space or to meet code requirements; determine if modifications are needed to the replacement property, etc.

Here's a summary of our moving estimates:

	Planning	Moving (pack & un)	Set-up/installation/recalibration
Alpha	N/A	\$100,000*	N/A
Classic Distr	N/A	\$103,300*	N/A
Quick Transfer	N/A	\$98,800*	N/A
Technology in	\$8,400	N/A	\$30,920*

* Included \$20,000 for rigging

Based on rigging being included in Technology in Motion's estimate, I would assume that Alpha, Classic Distribution, & Quick Transfer's estimates would all be \$20,000 lower (\$80,000, \$83,300, and \$78,800 respectively). Please confirm.

Please call after you have had a chance to review questions. If I don't hear from you this afternoon, I'll call you first thing in the morning (around 8:00).

Chris Milligan
Realty Specialist
(410) 962-5162
(410) 962-4928 (FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Mrsc949@aol.com [mailto:Mrsc949@aol.com]
Sent: Monday, February 12, 2007 7:12 AM
To: Milligan, Chris NAB02
Subject: moving in 2 weeks

FORNCON w/ Eileen
2 March - Lease not yet
signed. Will still be
trying to move in March

Hi Chris,

In the next 2 weeks, by March 1, we plan on moving. I will fax over the quote for the recalibration charges and will e-mail you the lease, which the lawyer is reviewing now.

Thanks, have a good trip

Eileen, Spring Coil Bedding

Technology In Motion, Inc.

852 Densfield Road West Babylon, NY 11704

Phone (631) 661-5494 Fax (631) 661-6390

Sunday, January 14, 2007

To: Spring Coil
Attn: Tom

Oversee The
Here is an estimate of to ~~move~~ ^{move} the equipment listed below within a 50 mile radius of existing location. Please note this is just a quote to move the machinery only, not the raw materials used by the machinery. This is an estimate only all billing will be done on a time and material basis. Please note these estimated times are based on you providing necessary help.

2 Tape Edge Machines: Disconnect power and remove carriage for transport and reinstall in new facility.

Est. 1.5hr per machine 3hrs total

1 Air Compressor: Disconnect from air line reinstall in new facility and connect to new air line.

Est. 2hrs

1 Packaging Machine: Disassemble machine so it can be transported to new facility and reassembled in new location.

Est. 16hrs

75' Power Conveyor: Disassemble for transport and reassemble in new location. Replace belt lacing if necessary.

Est. 6hrs

15' Roller Conveyor: Disassemble for transport and reassemble in new location

Est. 2hrs

1 Crate Opener: Disassemble for transport and reassemble in new location.

Est. 7hrs

7 Sewing Machines: Prepare for transport and set up in new location, check for proper operation.

Est. 1hr per machine Total 7hrs

1 Boarder Serger: for transport and set up in new location, check for proper operation.

Est. 1hr

1 Spreading Machine w/table: Disassemble for transport and reassemble, level and fasten to floor in new location.

Est. 12hrs

3 Quilting Machines: Disassemble for transport, disconnect computer and reassemble, level and fasten to floor in new location.

Est. 8hrs per machine Total 24 hrs

3 Panel Cutters: Disassemble for transport and reassemble, level and fasten to floor in new location.

Est. 8hrs per machine Total 24hrs

Total estimated time 104 hours at a rate of \$105.00

Total estimated cost \$10,920.00

Estimated Rigging fee \$20,000.00 (to be billed direct from Pedowitz & Sons Rigging)

**Total estimated cost of moving equipment
\$30,920.00**

If you have any questions please give me a call.

**Thank You
Steven David
President**

Technology In Motion, Inc.**852 Densfield Road West Babylon, NY 11704****Phone (631) 661-5494 Fax (631) 661-6390****Sunday, January 14, 2007****To: Spring Coil
Attn: Tom**

Here is an estimate to design a plant layout for a new facility that is within a 50 mile radius of your existing facility. This is an estimate only all billing will be done on a time and material basis.

**1 Plant Layout: Measure new facility and design a layout for the installation of your equipment for best efficiency of space.
Est. 80 hrs.**

**Total estimated time 80 hours at a rate of \$105.00
Total \$8400.00**

If you have any questions please give me a call.

**Thank You
Steven David
President**

Attn: Chris Melligan

From: Eileen

Spring Coil Bedding

410-962-4922

5 pgs

Shirley
Eileen

7 Feb 07 FONECON w/ Eileen

asked her to check for ① insurance ② set-up + ③ recalibration
of machines
cm

**CLASSIC DISTRIBUTION
101 KENTILE ROAD
SOUTH PLAINFIELD, NJ 07080
PHONE# 908-222-0203
FAX# 908-222-0747
FAX# 908-548-0002**

January 10, 2007

To Whom It May Concern:

On behalf of Classic Distribution I am pleased to present to you a preliminary cost analysis, and logistics schedule for Spring Coil Bedding Co, which I visited on 12/15/06 to do a visual site survey at 333 Hamilton Blvd, South Plainfield NJ.

My understanding is the destination site is yet to be determined, however for purposes of this estimate it will be assumed within a 50 mile radius.

This cost analysis takes into account complete project management, preparation, packing, transportation, rigging and unpacking.

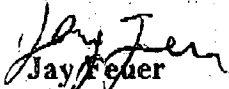
Cost Analysis For Spring Coil Bedding Company

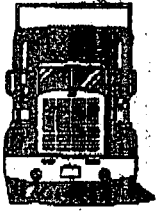
27 tractor trailer loads	@ \$2,300	=	\$ 62,100
6 Flatbed loads	@ \$2,700	=	\$ 16,200
Rigging (Breakdown & Setup)		=	\$ 20,000
Materials		=	\$ 5,000
Estimated Total		=	\$103,300

Should you require additional information please do not hesitate to call my cell phone
@ 917-416-4730

Have a great day !

Sincerely,


Jay Feuer

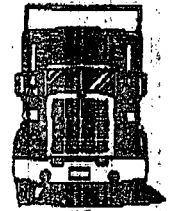


QUICK TRANSFER, INC.

PO BOX 110526
BROOKLYN, NY 11211

TEL: 718-302-4141

FAX: 718-222-4446



To Whom It May Concern:

We are pleased to present the following quotation for Spring Coil Bedding, based on a 50-mile radius.

28	Tractor Trailer	@ \$2,100	\$58,800.
6	Flatbeds	@ \$2,500	\$15,000.
	Rigging (breakdown & set up)		\$20,000.
	Materials, Packing, etc.		<u>\$ 5,000.</u>
	Total		\$98,800.

This estimate is based on our observation at the time of the quote. Actual billing may be slightly higher.


Jacob Blaustien

Spring Coil Bedding

333 Hamilton Blvd., South Plainfield, N.J. 07080

908-791-0411 Fax 908-791-0477

Real Estate Log: Yossi Friedman

DATE	LOCATION	MILES	TIME	
1/4/07	22 Executive Blvd Edison, NJ	8	12:00- 2:00	
1/8/07	200 Liberty St Metuchen, NJ	5	11:00- 12:30	
1/9/07	109-135 Meeker Ave. Newark, NJ	25	10:00- 12:30	
1/10/07	6 Sager Ave Hillside, NJ	17	1:30- 3:00	
1/11/07	100 North 12 TH St Kenilworth, NJ	11	12:30- 2:30	
1/12/07	W. Front St Plainfield, NJ	3	10:00- 10:45	
1/15/07	W. Front St Plainfield, NJ	3	11:00- 12:15	
1/15/07	6 Sager Ave Hillside, NJ	16	12:15- 3:00	
1/16/07	5 Slater Dr Elizabeth, NJ	22	10:30- 12:00	
1/16/07	200 St. Nicholas Ave South Plainfield, NJ	1	1:00- 1:30	
1/16/07	104 E. Elizabeth Ave Linden, NJ	16	2:15- 3:45	
1/17/07	7 W Sheldon Ter Hillside, NJ	17	10:30- 1:00	
1/17/07	1330 Livingston Ave No. Brunswick, NJ	25	2:00- 4:00	
1/18/07	267 E. Ringhuysen Ave Newark, NJ	26	11:15- 1:00	
1/18/07	798 E. Ringhuysen Ave Newark, NJ	1	1:10- 3:00	

Spring Coil Bedding

333 Hamilton Blvd., South Plainfield, N.J. 07080

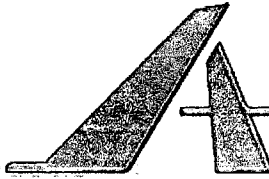
Page 2 - Real Estate Log: Tom Salgo

DATE	LOCATION	MILES	TIME	
1/4/07	W. Front St. Plainfield, NJ	3	11:00- 11:45	
1/7/07	7 W. Sheldon Ter. Hillside, NJ	17	11:00- 2:30	
1/8/07	22 Executive Blvd. Edison, NJ	8	12:30- 2:30	
1/9/07	6 Sager Ave Hillside, NJ	16	1:00- 3:30	
1/11/07	540 W. South St Cranford, NJ	10	10:30- 12:15	
1/11/07	100 North 12 th ST Kenilworth, NJ	4	12:45- 2:30	
1/15/07	200 Liberty St Metuchen, NJ	5	10:30- 12:15	
1/16/07	109 Meeker Ave Newark, NJ	25	10:15- 1:00	
1/17/07	104 E. Elizabeth Ave Linden, NJ	16	11:15- 12:45	
1/17/07	200 St Nicholas Ave South Plainfield, NJ	15	1:15- 1:45	
1/18/07	5 Slater Dr Elizabeth, NJ	22	10:00- 12:30	
1/22/07	798 Frelinghuysen Ave Newark, NJ	26	10:30- 11:00	
1/22/07	267 Frelinghuysen Ave Newark, NJ	1	11:10- 2:30	
1/23/07	1330 Livingston Ave No. Brunswick, NJ	25	2:15- 4:15	
1/24/07	W Front St Plainfield, NJ	3	10:00- 10:45	

Eileen
908-791-0477

1-800-605-2574

LICENSES: NJPC#PM-00710 • DOT#T-32650 • USDOT 596558



ALPHA
MOVING & STORAGE, INC.

"OUR PROMISES ARE SET IN STONE"



September 14, 2006

To Whom It May Concern:

On behalf of Alpha Moving & Storage, Inc I am pleased to present to you a preliminary cost analysis, and logistics schedule for Spring Coil Mattress Co which I visited on 8/30/06 to do a visual site survey at 333 Hamilton Blvd, South Plainfield NJ.

My understanding is the destination site is yet to be determined, however for purposes of this estimate it will be assumed within a 50 mile radius.

This cost analysis takes into account complete project management, preparation, packing, transportation, rigging and unpacking.

Should you require additional information please do not hesitate to call my cell phone @ (973) 727- 9824.

Have a great day!

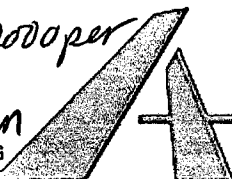
Sincerely.

Michael Andreaggi
Executive Vice President Commercial Sales

18 Jan 07 FONECON w/ Heather - 25 or 30 loads both at \$2000 per
Includes basic ins. only. She will get price for add'l
can



6 Senate Place Jersey City, NJ 07306 Tel: (800) 605-2574 Fax: (201) 656-5006



Logistics Schedule

Prior to the relocation, a "Project Management Team" will be assigned specializing in this particular type of project with rigging of large sensitive equipment requiring specific concerns related to all of these individual units.

Project Supervisors will coordinate with all involved vendors, building management and with Spring Coil Mattress Co, to assure proper timing and coordination of all events.

A color-coded, numerical labeling system will be implemented utilizing a floor plan supplied by Spring Coil Mattress Co. Every item moving will receive its own ID number indicating an exact location at destination. Placards will also be installed at destination to coincide with the labels at origin.

A crew experienced in disassembly of this kind of equipment will work in conjunction with another crew that is responsible for packing up the miscellaneous items to be placed in shipping containers for the move.

The relocation will require moving approximately 30 tractor trailer loads with 2 forklift truck operators, and 6 flatbed loads to complete the project.

Once all items are loaded, the entire crew will accompany where floor & wall protection will be installed where needed their pre-determined locations utilizing the placards previous

↑
30 instead of 25

Once everything has been off loaded a rigging crew and with Spring Coil Mattress Co to setup according to their specific needs.

Alpha Moving & Storage is predicated this move on straight time rates. Consideration to calibration of equipment would add additional cost. The rigging estimate is based on normal conditions at destination for ingress.

This entire project & the staff of Alpha Moving & Storage will be under the direct supervision of Mike Andreaggi.

Cost Analysis For Spring Coil Mattress Company

25 tractor trailer loads @ \$2,000	=	\$50,000	30 @ 2,000 = 60,000
6 Flatbed loads @ \$2,500	=	\$15,000	
Rigging (Breakdown & Setup)	=	\$20,000	
Materials, Pack, Unpack	=	<u>\$5,000</u>	
Estimated Total	=	\$90,000	→ " \$100,000

* * * TRANSMISSION RESULT REPORT (IMMEDIATE TX) (SEP. 18. 2006 10:09AM) * * *

TTI ALPHA_MOVING_&_STORAGE

DATE	TIME	ADDRESS	MODE	TIME	PAGE	RESULT	PERSONAL NAME	FILE
SEP. 18.	10:06AM	4109620866	G3ES	2'46"	P. 18	OK		9155

: BATCH
M : MEMORY TX
S : STANDARD
!\$: REMOTE TRANSFER
+ : ROUTING

C : CONFIDENTIAL
L : SEND LATER
D : DETAIL
B : FAX ON DEMAND

\$: TRANSFER
@ : FORWARDING
F : FINE
* : PC

P : POLLING
E : ECM
> : REDUCTION
% : PC DIRECT

MRV Valuation Consulting, LLC

March 9, 2007

Ms. Susan K. Lewis
U.S. Army Corps of Engineers
Baltimore District
P.O. Box 1715
Baltimore, Maryland 21203-1715
Attn: CENAB-RE-S, 7th Floor

Re: Appraisal of Machinery and Equipment Belonging to Spring Coil Bedding Located in South Plainfield, New Jersey

Dear Ms. Lewis:

MR Valuation Consulting, LLC ("MRV Consulting") is pleased to submit to the U.S. Army Corps of Engineers this appraisal report with regard to the relocation of Spring Coil Bedding from the Cornell-Dubilier Electronics Superfund Site, located at Hamilton Industrial Park, South Plainfield, New Jersey.

Due to the U.S. Environmental Protection Agency's clean-up of the Cornell-Dubilier Electronics Superfund Site, Spring Coil Bedding must be relocated. The U.S. government will compensate Spring Coil Bedding the fair market value of the machinery and equipment assets that cost more to relocate than their market value. Accordingly, we determined the market value of certain machinery and equipment assets that are not to be reasonably relocated (i.e., each asset whose relocation cost may be greater than its value). We did not appraise machinery and equipment such as tape edge machines, which are readily portable. The intended use of this appraisal is for the U.S. Army Corps of Engineers to determine the lesser of the value and the relocation cost.

The purpose of this engagement was to provide the U.S. Army Corps of Engineers with a market valuation appraisal analysis of specifically eight pieces of machinery and equipment (the "Assets"), as of the date of our site inspection, February 15, 2007 (the "Valuation Date"). We appraised the "value in place as is for continued use" of the Assets. "Value in place as is for continued use" is defined as: "the depreciated value of the item as it is installed at the displacement site as of the date of the acquisition."¹

We further considered the guidance of the Federal Highway Administration's revised regulations implementing the Uniform Relocation Assistance and Real Property Acquisition Policies Act in

¹ 70 FR 590, see also 49 CFR § 24.301(g)(14)(i).

the *Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs*, dated January 4, 2005:

Generally, an item will be valued based on the current cost of the item as installed on the displacement site, and depreciated to reflect the current condition and estimated remaining useful life. Standard professional personal property appraisal methods would be acceptable. The in-place value at its "as is" condition may not include costs that reflect code or other requirements that were not actually in effect at the displacement site; or include installation costs for machinery or equipment that is not operable or not installed at the displacement site.²

Our appraisal is based upon a 100 percent fee simple interest in the subject eight Assets.

The U.S. Army Corps of Engineers is the Client and Intended User of this appraisal and this Summary Appraisal Report.

Assets Description

Site Inspection Assessment

Based upon our observations during our site inspection, the subject Assets appear to be adequately maintained, and they were in working condition. According to staff at Spring Coil Bedding, the Assets were acquired from a previous bedding manufacturing business owner located in Utah. It was also noted that the machines have been regularly maintained and show no indication of nearing retirement, nor does management have any plans of replacing them. We estimate that the Assets have an effective age of approximately 5 to 15 years old.

According to our interviews, the useful lives of the Assets are approximately at least 20 to 25 years. Also, upgrades and maintenance can extend the life of the Assets indefinitely.

Highest and Best Use

We find the highest and best use of the Assets is the current use – as mattress quilting and assembling machinery and equipment. This is the most probable, profitable, and legal use. The use is physically possible and financially feasible. The equipment was designed for this purpose and the Assets are functional for their intended use.

² 70 FR 590, see also 49 CFR § 24.301(g)(14)(i).

Table 1 below lists the Assets and descriptions including effective age, condition, and remaining life.

Table 1 Age, Condition, and Life of Assets						
Item Number	Description	Manufacturer	Model	Effective Age (Years)	Condition	Remaining Life (Years)
1	Wrapping Machine	N/A	N/A	15	Good	5
2	Conveyor, 75 feet long	Hytrol	190-RB	15	Good	10
3	Quilting Machine - Tack and Jump Lock Switch	Gribetz	1200	15	Good	10
4	Quilting Machine	Edgewater Machine Company	8413	20	Good	5
5	Quilting Machine	Edgewater Machine Company	9000	15	Good	10
6	Baler	N/A	N/A	15	Good	10
7	Bale Opener	Spuhl Anderson Machine Company	BK-4	15	Good	10
8	Spreading Machine	N/A	N/A	15	Good	5

Market Conditions

As of the Valuation Date, market conditions are volatile. According to equipment dealers whom we interviewed, the used market has been driven down by foreign competition; machines imported from China have entered the market with costs of new machines lower than the costs of refurbishing many existing machines. Though the market is currently not favorable to sellers, similar machinery is still selling every day, and exposure time is not exceptionally long.

Scope & Deliverables

The scope of our appraisal includes the following:

- Interviews with site management
- Research of similar new and used machinery and equipment
- Research of recent market prices of similar machinery and equipment
- A site inspection of the Assets on February 15, 2007
- An estimate of fair market value of the Assets
- Preparation of a summary appraisal report

The deliverables of this engagement provide the U.S. Army Corps of Engineers with an appraisal report explaining our methodology, procedures, analyses, assumptions, and conclusions.

Valuation Theory

There are three distinct approaches to determining an indication of value. The utility and applicability of each approach in valuing specific equipment is dependent upon the characteristics of the subject assets, market conditions, and the purpose of the valuation analysis. The three traditional approaches to value are the Sales Comparison Approach, the Income Approach, and the Cost Approach.

Sales Comparison Approach

The sales comparison approach to value is a procedure by which fair market value can be estimated from prices paid in actual market transactions and from asking prices for similar assets which are available for sale. In essence, the procedure is a comparison and correlation between the asset being appraised and other similar assets sold or for sale. Certain factors such as location, date of sale, physical characteristics, and technical and economic conditions relating to the transaction are analyzed for their comparable uniqueness. These transactions, with appropriate adjustments, will assist in determining the fair market value of the asset being appraised. This method is only applicable if there are a sufficient number of similar assets in the marketplace that represent the typical market at the time of the hypothetical sale.

Cost Approach

The cost approach to value is based on the proposition that the informed purchaser would pay no more for an asset than the cost of producing a substitute with the same utility as the subject asset. It considers that the maximum value of an asset to a knowledgeable buyer would be the current amount required to construct or purchase a new asset of equal utility. When the subject asset is not new, the current cost new for the subject must be adjusted for all forms of depreciation and obsolescence, as of the valuation date.

Income Approach

The income approach considers value in relation to the present worth of future benefits derived from ownership and is usually measured through the capitalization of a specific level of income.

Methodology

The scope of our analysis included an estimate of fair market value of the subject Assets. Within our analysis, we utilized the cost and sales comparison approaches to value. While all three approaches to value were considered in the appraisal of the Assets, the income approach is rarely used in the appraisal of machinery and equipment assets, and was not relied upon for our analysis.

An appraisal is an estimate of value. Whether appraising real estate or equipment, the appraiser follows an orderly procedure by which the appraisal problem is defined, the work necessary to solve the problem is planned and the data acquired is classified, analyzed, interpreted and translated into an estimate of value. This entire procedure is referred to as the "appraisal process."

The appraisal procedures used are widely accepted as the conventional methods for valuing similar assets. We have, in every effort, used these techniques and policies in accordance with generally accepted appraisal ethics.

In determining our estimated "value in place as is for continued use" of the subject Assets, we utilized current replacement costs and asking prices for similar or equivalent machinery and equipment located at the facility. Certain information was obtained from industry sources, various manufacturers, and used equipment brokers.

Sales Comparison Approach

We relied on the sales comparison approach to appraise the subject eight Assets. In utilizing the sales comparison approach, we relied upon current (as of the Valuation Date) sale prices provided by used equipment dealers for the same model units as the subjects, in similar condition. Despite the volatility of the market, the sale prices provided by the equipment dealers were generally consistent with one another. For the sales comparison approach valuation of the baler, we researched comparable sales of similar machines, and made appropriate adjustments.

Cost Approach

We also considered the cost approach to value the Assets. Though we considered the cost approach, when possible, we relied upon the sales comparison approach because its value is derived from the actual market. In utilizing the cost approach, the market value is the replacement cost new less depreciation.

Replacement cost is "the current cost of a similar new property having the nearest equivalent utility as the property being appraised. The replacement property would be the most economical new property that could replace the service provided by the subject."³

We obtained replacement costs for the subject Assets from manufacturers Edgewater Machine Company, and Global Systems Group. Global Systems Group is the parent company of Gribetz and Spuhl Anderson Machine Company. These companies manufactured the majority of the Assets at Spring Coil Bedding. See Table 2 for a list of the replacement costs of the Assets.

Upon completion of the replacement cost new analyses, we discounted the subject assets for depreciation. Depreciation is a loss in value from any cause. Upon the determination of the replacement cost new values, depreciation was deducted to determine the cost approach value of the assets. For assets that have been in service for some period of time, the depreciation

³ American Society of Appraisers, *Valuing Machinery and Equipment: The Fundamentals of Appraising Machinery and Technical Assets* (Washington, D.C.: American Society of Appraisers, 2005), 44.

adjustment must take into account the conditions and circumstances that may affect its value. These include physical deterioration, operating and maintenance history, the productivity of comparable new assets, and the level of functional, economic and technological obsolescence that is attributed to the assets.

Physical deterioration was estimated for each Asset by an age-life method. The amount of physical deterioration, as a percentage of the replacement cost, equals the ratio of the effective age of an Asset to the normal useful life of the Asset. Effective age is the apparent age of an asset in comparison with a new asset of like kind. The method was applied to each of the replacement costs new of the subject Assets.

The two other types of depreciation are functional and economic obsolescence. Functional obsolescence is the impairment of functional capacity or efficiency brought about by factors of overcapacity, inadequacies, and changes in the state-of-the-art that affect the assets or its relation to other items comprising a larger property or system. It is the inability of the subject assets to perform the function for which they were originally designed and constructed as compared to a brand new asset. Economic obsolescence is the loss in value or reduced desirability of ownership arising from forces external to the subject Assets. We observed no functional or economic obsolescence in the subject Assets.

See Table 2 below for the replacement cost new less depreciation values of the Assets, via the cost approach.

Table 2 Cost Approach Analysis				
Item Number	Description	Replacement Cost New		Replacement Cost New Less Depreciation
1	Wrapping Machine	\$	85,658	\$ 12,800
2	Conveyor	\$	7,000	\$ 2,800
3	Gribetz 1200	\$	120,000	\$ 30,000
4	EMCO 8413	\$	56,700	\$ 5,670
5	EMCO 9000	\$	155,000	\$ 46,500
6	Baler		N/A	N/A
7	Bale Opener	\$	17,000	\$ 5,100
8	Spreading Machine	\$	38,000	\$ 9,500

Conclusion of Value

Based upon our analysis, as described herein, and the information available to us, we have completed an appraisal of the Assets. We performed a detailed review and analysis of each asset and determined its fair market value in continued use. Based upon our investigation and the methodology utilized in our appraisal process, we have concluded the "value in place as is for continued use" of the Assets described herein, as of February 15, 2007, to be:

Table 3
Concluded Values In Place As Is For Continued Use

Item Number	Description	Valuation Methodology	Concluded Value
1	Wrapping Machine	Sales Comparison	\$ 10,000
2	Conveyor	Cost Approach	\$ 2,800
3	Gribetz 1200	Sales Comparison	\$ 30,000
4	EMCO 8413	Sales Comparison	\$ 6,000
5	EMCO 9000	Sales Comparison	\$ 50,000
6	Baler	Sales Comparison	\$ 3,000
7	Bale Opener	Sales Comparison	\$ 5,500
8	Spreading Machine	Sales Comparison	\$ 1,500

In concluding on the opinions expressed in this summary report, we assume no responsibilities for matters legal in character. We have assumed that the items are owned free and clear and held under responsible ownership. We believe the information provided to us by others to be reliable, but we assume no responsibility for its accuracy. We may not be required to give testimony in court with reference to this matter without prior arrangements being made. In the event that the values set forth in this letter are used to set a market price, no responsibility is assumed for the seller's inability to obtain a purchaser at the reported values. Furthermore, the contents of this letter may not be used in any offering documents without prior written consent. Our report and the MR Valuation Consulting, LLC name are not to be used in whole or in part outside your organization, without our prior written approval, except for review by your auditors and legal

counsel, and by other parties as may be required by law, government regulation or order by subpoena or other legal process.

The attached statement of Assumptions and Limiting Conditions are an integral part of this report and are included herein by reference.

We certainly appreciate this opportunity to provide our services and are prepared to discuss this report further should you have any questions. Please feel free to contact me at (732) 780-6010 or through MRodriguez@MRValuation.com.

Respectfully submitted,

DRAFT

Mark Rodriguez, ASA
MR Valuation Consulting, LLC

Draft

ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal is subject to the following Assumptions and Limiting Conditions, which if false, might have affected the assignment results:

- All information presented in this report is true and accurate to the best of the appraiser's knowledge and belief.
- The appraisers render no opinion as to legal fee or title. Prevailing liens, leases, or other encumbrances were disregarded and the property was appraised as if free and clear, unless otherwise specifically stated.
- This study was made for purpose stated and cannot be relied upon for any other purpose. This study was made for the valuation date stated and cannot be relied upon for any other valuation date. This report is for your internal use only and unless otherwise stated, should not be disseminated to the public or third parties in any part or form.
- Benjamin Williams, ASA and Justin Bain inspected the subject Assets on February 15, 2007.
- All estimates of value are presented in this report as the appraiser's considered opinion.
- Information supplied by others that was considered in the valuation is from sources believed to be reliable and no further responsibility is assumed for its accuracy.
- We reserve the right to make such adjustments to the valuation herein reported as may be required by consideration of additional or more reliable information that may become available.
- Testimony or attendance in court by reason of this appraisal shall not be required unless arrangements for such services have previously been made.
- Neither all, nor any part, of this report are to be conveyed to the public through advertising, public relations, news, sales, or other media without written consent and approval of MR Valuation Consulting, LLC.
- MR Valuation Consulting, LLC, made no appraisal of specifically excluded facility assets including land, intangible assets or environmental liabilities that may exist.
- This appraisal was made in accordance with the *Uniform Standards of Professional Appraisal Practice* and the code of ethics of the American Society of Appraisers.

APPRAISAL CERTIFICATION

The undersigned hereby certifies, except as otherwise noted in this report, that to the best of our knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The report analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and is our personal unbiased professional analyses, opinions, and conclusions.
- This limited appraisal report sets forth all of the limiting conditions (imposed by the terms of our assignment or by the undersigned) affecting the analyses, opinions and conclusions contained in this report.
- We have no bias and no present, prospective, or personal interest in the facility and the parties involved with this assignment.
- Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
- Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal
- Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.
- Benjamin Williams, ASA and Justin Bain have inspected the subject Assets on February 15, 2007.
- Benjamin Williams, ASA and Justin Bain provided significant appraisal assistance to the person signing this certification. No person other than those identified had any significant professional input.
- This valuation report summarizes the investigation, analysis, and conclusions of MR Valuation Consulting, LLC.

DRAFT

Mark Rodriguez, ASA

QUALIFICATIONS

Mark Rodriguez, ASA

This project was managed and performed under the direct supervision of Mr. Mark Rodriguez, ASA.

Mr. Rodriguez is the founder and Managing Partner of MRV Consulting. Mark Rodriguez is a mechanical engineer and an Accredited Senior Appraiser with the American Society of Appraisers. Mr. Rodriguez has 17 years experience, including five years as a Senior Manager in the Valuation Group of a "Big Four" accounting firm located in New York City. His previous responsibilities included business development, marketing, and project management of numerous electric utility, power, and high technology related valuation consulting projects throughout North America, Latin America, and Europe. Mr. Rodriguez also has a Masters Degree in Managerial Accounting.

Benjamin M. Williams, ASA

Mr. Benjamin M. Williams, ASA inspected the subject Assets and assisted in the preparation of the analyses and this report.

Mr. Williams is a manager of MRV Consulting. Benjamin Williams holds a B.S. in Electrical and Computer Engineering. He is an Accredited Senior Appraiser of the American Society of Appraisers, in the discipline of Machinery and Technical Specialties, and with a designation in Machinery and Equipment. He is also a Marshall & Swift Certified Appraiser. Mr. Williams has over 5 years experience performing appraisals of machinery and equipment.

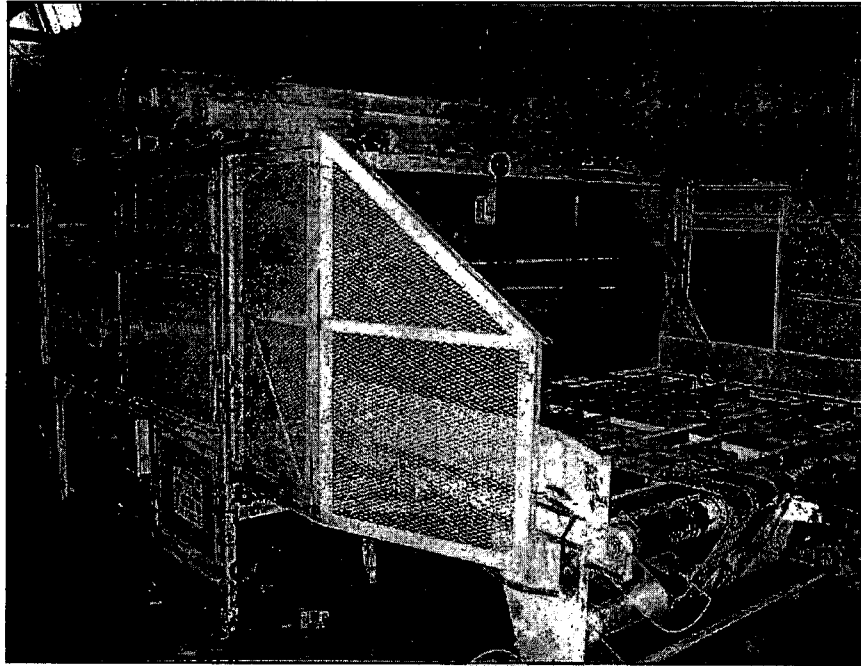
Justin Bain

Mr. Justin Bain performed the appraisal calculations and the research, and prepared this report.

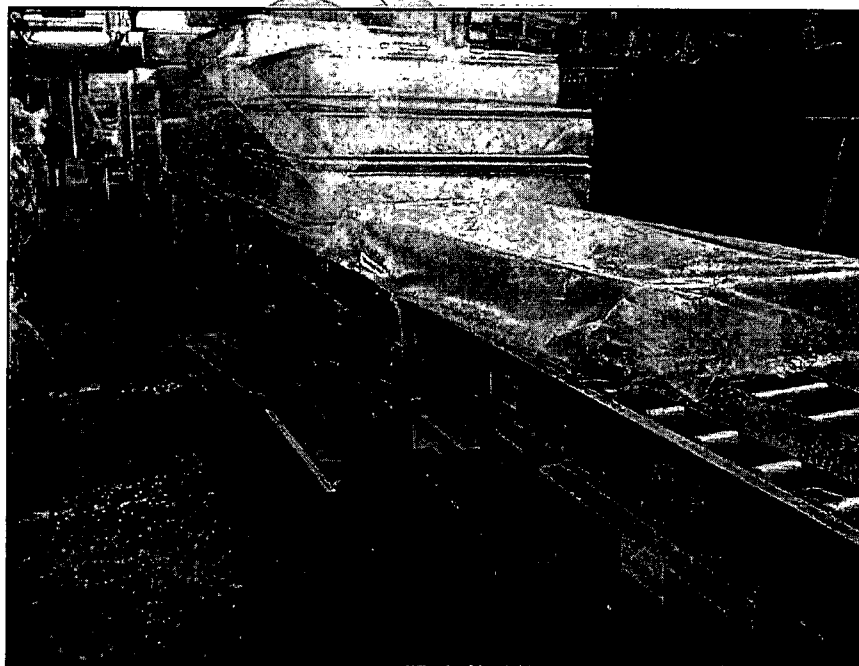
Mr. Bain is a consultant of MRV Consulting. Justin Bain holds a B.E. in Mechanical Engineering. He is a Candidate Member of the American Society of Appraisers, in the discipline of Machinery and Technical Specialties. Mr. Bain has 2 years experience performing appraisals of machinery and equipment.

Appendix 1

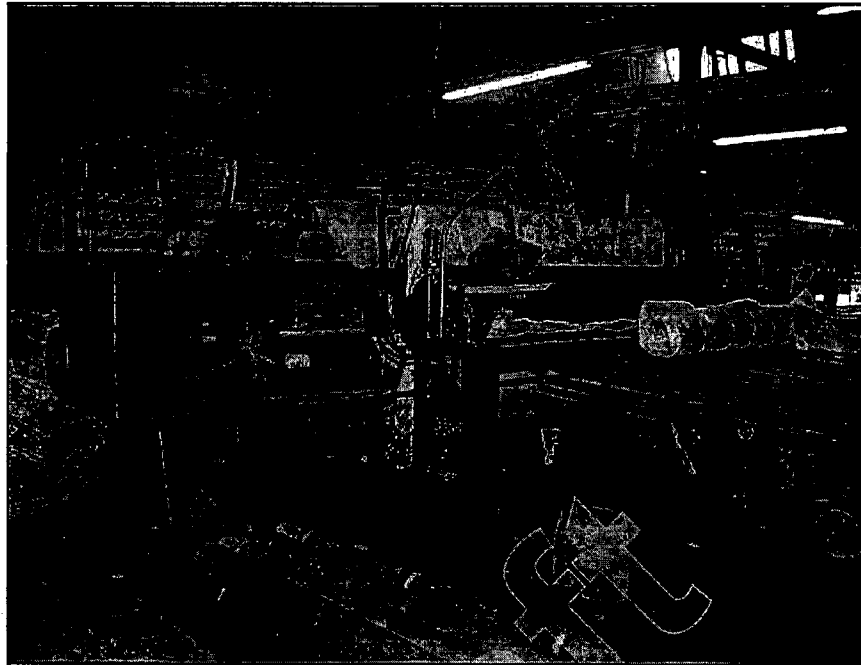
Photographs



Photograph 1: Wrapping Machine



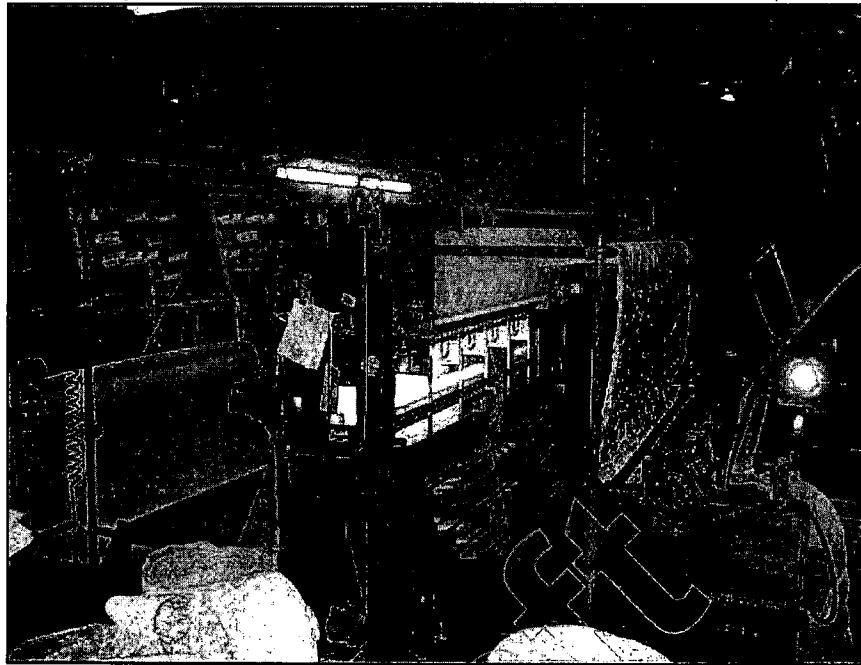
Photograph 2: Conveyor



Photograph 3: Gribetz Model 1200 Tack & Jump Lock Switch Quilting Machine



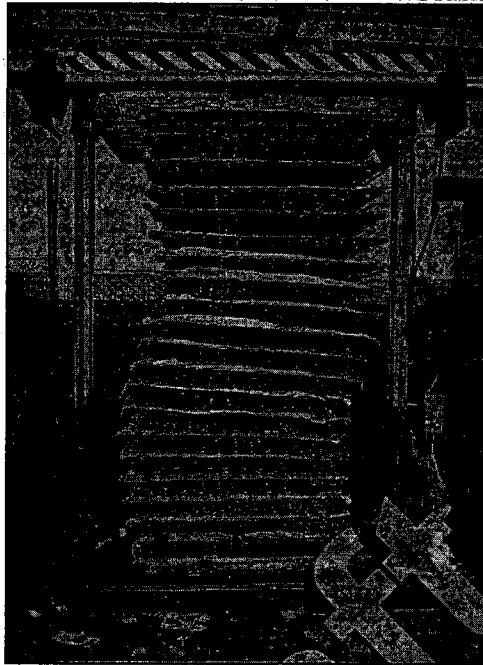
Photograph 4: EMCO Model 8413 Quilting Machine



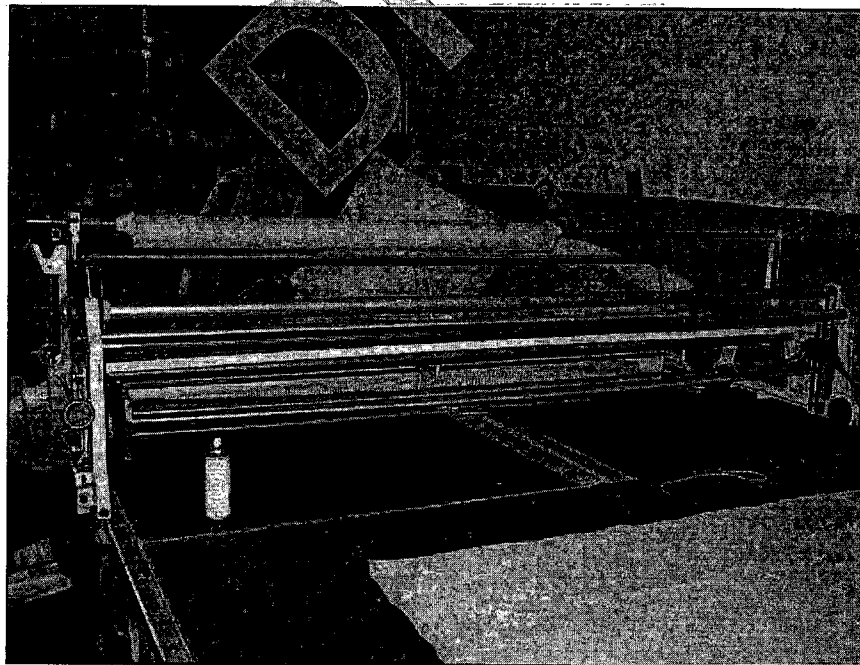
Photograph 5: EMCO Model 9000 Quilting Machine



Photograph 6: Baler



Photograph 7: Spuhl Anderson Model BK-4 Bale Opener



Photograph 8: Spreading Machine

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Friday, March 16, 2007 11:26 AM
To: Eileen (Spring Coil)
Subject: Reminders, status, & stuff (Spring Coil)

Eileen --

We have been tossing around different ideas to try to assist with providing the new security deposit. There is no provision under the law for assistance with this matter. As I had indicated, return of Spring Coil's security deposit is something that will need to be addressed with the current landlord.

For the new security deposit: I thought the rent at the new location was more expensive than current location. I just checked the leases and they indicate rent for the new location is \$93,750 (first year) and then \$100,000 (second year) and your current location is \$111,425.00. Please let me know if I am missing something.

I was thinking if there was an increase in the rent, we could advance the \$10,000 (or part of it) as part of the "increased operating expenses" category of reestablishment expenses. The maximum for reestablishment expenses is \$10,000. Then, we could also provide the \$2,500 "search expense". This would provide a total of \$12,500 that you could use towards the new security deposit. Hopefully, Spring Coil has funds sufficient to make-up the difference.

If the new location is in fact cheaper, there are no increased expenses.

Let me know about the rent. If there is an increased expense, Spring Coil would need to request we advance payment(s) until the lease is signed. I'll give you a call this afternoon...probably around 2:00...to discuss further.

We also still have the items below that need to be addressed.

Chris Milligan
Realty Specialist
(410) 962-5162
(410) 962-4928 (FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Monday, March 05, 2007 8:22 AM
To: Eileen (Spring Coil)
Subject: Reminders & other stuff (Spring Coil)

Eileen --

I hope you had a nice weekend. I just wanted to follow up on a few of the things we have discussed so you can try to keep everyone "focused".

1. Signed lease is needed before checks can be cut
2. Decision needed for professional move vs. self-move
 - a. Professional move: I can contact the movers to see if they will bill me directly for Spring Coil's move.
 - b. Self-move: Check issued to Spring Coil in the amount of the lowest bid(s) and Spring Coil assumes responsibility for the move.
3. Insurance for the move: Will this be covered by Spring Coil's own insurance company

or through the mover?

4. More detailed scope of work (SOW) needed from the move planner (see 22 Feb e-mail)

That's all that I can think of for now. I am in the office all this week (except for Thursday afternoon). Talk to you soon.

Chris

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-4928 (FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: Lewis, Susan K NAB02
Sent: Friday, March 16, 2007 8:24 AM
To: Milligan, Chris NAB02
Subject: RE: Will we advance the \$10,000....

Is the \$10K is for increased operating expenses under the lease for the first 2 years? If so, then let's advance them the \$10K. Have them send a written request for the advance, stating the reason for the request, and stating that they plan to enter into the lease on or about (date). Not much risk since we will owe them more than this in moving expenses, whether or not they enter into the lease. Have them fill out a claim form with the request.

For the search expenses, if they have sent in the \$2,500, have them submit a claim with documentation and let's just pay it now, based on the written request for advance payment.

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Thursday, March 15, 2007 2:15 PM
To: Lewis, Susan K NAB02
Cc: Hawkins, Gloria S NAB02
Subject: Will we advance the \$10,000....

Sue - Back to Spring Coil Bedding...they don't have \$40,000 security deposit...

Can we advance the \$10,000 (based upon rent to be charged...I have unsigned copy of new lease) for them to use as part of the security deposit? How about making the \$2,500 search payment (before we have lease signed)?

They just left me a message.

Chris Milligan
Realty Specialist
(410) 962-5162
(410) 962-4928 (FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: Mrsc949@aol.com
Sent: Thursday, March 22, 2007 2:10 PM
To: Milligan, Chris NAB02
Subject: The move

Dear Chris,

We would like to initiate the moving process and will be handling it thru a self move.

We would appreciate some form of advanced monies in order to facilitate this process. Could you please e-mail and call me on Friday. Thanks, Eileen
Sprng Coil

AOL now offers free email to everyone. Find out more about what's free from AOL at
<http://www.aol.com>.

Spring Coil Bedding

333 Hamilton Blvd., South Plainfield, N.J. 07080

908-791-0411 fax 908-791-0477

March 23, 2007

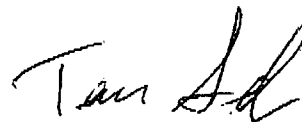
U.S. Army of Engineering
Realty Specialist
Attn: Chris Milligan

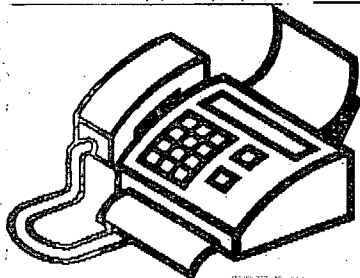
Dear Chris,

We have decided to do a Self Move and request payment in advance. We anticipate signing the lease April 15, 2007. A signed copy of the lease will be provided.

Thank you very much with this matter.

Sincerely,


Tom Salgo



To: Chris Milligan
Fax number: 410-962-4922

Date: 3/26/07

A facsimile from

Spring Coil Bedding

333 Hamilton Blvd.
P.O. Box 866
South Plainfield, NJ 07080
Phone 908-791-0411
Fax 908-791-0477

Regarding: Move

Comments:

Letter you requested for move. Any questions, call or e-mail me

Eileen

FAX TRANSMITTAL PAGE

Page 1 of 4 (including cover)

Date: 27 March 07

TO: Eileen
Spring Coil

FAX Number: 908-791-0477
Phone No.: 791-0411

FROM: Christine Milligan

Phone No.: (410) 962-5162
(888) 867-5215
FAX No.: (410) 962-0866

Please complete: Name under which claimant ----
Name, address, phone # of person filing ---
Date first occupied
Address to which claimant moved
Date move started
completed

Type of ownership, Certification (all the above on
first page) nothing gets filled in on 2nd page, &
3rd page just gets signature & date

Thanks, Chris

U.S. Army Corps of Engineers, Baltimore
ATTN: Real Estate Division
P. O. Box 1715
Baltimore, Maryland 21203-1715

Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations
(49 CFR, 24.301, 24.303, 24.304)

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

AGENCY NAME	PROJECT NAME	TRACT NUMBER
USAED, Baltimore, CENAB-RE-S	Cornell-Dublier Superfund Site	N/A

NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS:	NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING CLAIM ON BEHALF OF CLAIMANT:

Address From Which Claimant Moved: 333 Hamilton Boulevard, South Plainfield, NJ 07080	Address To Which Claimant Moved:
Date First Occupied Property:	Date Move Started:
	Date Move Completed:

TYPE OF OPERATION: ☒ Business ☐ Nonprofit Organization ☐ Farm Operation

TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Nonprofit Organization

IS THIS A FINAL CLAIM? ☐ YES ☒ NO (If "No", attach an explanation)

DOES CLAIMANT INTEND TO REESTABLISH? ☒ YES ☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$ 98,800	\$ 49,400
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$ 98,800	\$ 49,400
(8) Amount Previously Received (if any)	\$	\$ 0
(9) Amount Requested	\$	\$ 49,400.00

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either **Unincorporated** or **Incorporated**:

☐ **Unincorporated Businesses, Farms, or Nonprofit Organizations:**

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____.

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States
(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ **Incorporated Businesses, Farms, or Nonprofit Organizations:**

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____.

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO
 DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____
 NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: ☐ YES ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) (also include time for obtaining permits, attending zoning hearings, negotiating purchase/lease, etc.)	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a) Identify Personal Property for Which Payment for Actual Direct Loss is Requested	(b) Fair Market Value for Continued Use at Present Location	(c) Proceeds From Sale	(d) Value Not Recovered By Sale (b) minus (c)	(e) Estimated Cost of Moving Old Property - Agency enter	(f) Amount Claimed (Lesser of (d) or (e))	(g) For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a) Identify Substitute Property for Which Payment is Requested	(b) Actual Cost of Substitute Property Delivered and Installed at New Location	(c) Proceeds From Sale or Trade-In of Property That Was Replaced	(d) Net Cost of Substitute Personal Property (b) minus (c)	(e) For Agency Use Only
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$
Cost of Effort to Sell Property					\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)					\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature _____

Date _____

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Purchase of substitute personal property.
12. Providing utilities from the right-of-way to improvements on replacement site.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Licenses, fees and permits when not paid as part of moving expenses.
6. Advertisement of replacement location.
7. Professional services in connection with purchase or lease of a replacement site.
8. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information is true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(s) & DATE:**NAME & TITLE (Type or Print)****TO BE COMPLETED BY AGENCY:**

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			

**PUBLIC VOUCHER FOR PURCHASES AND
SERVICES OTHER THAN PERSONAL**

VOUCHER NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION
USAED, Baltimore, ATTN: Mary Hollobaugh
City Crescent Building, 7th Floor, Real Estate Division
10 South Howard Street
Baltimore, MD 21201
Note: Above is street/FedEx address

DATE VOUCHER PREPARED
27 March 2007

SCHEDULE NO.

CONTRACT NUMBER AND DATE

PAID BY

REQUISITION NUMBER AND DATE

PAYEE'S
NAME
AND
ADDRESS

SPRING COIL BEDDING
333 Hamilton Boulevard
South Plainfield, NJ 07080
Tax I.D. No.: 42-1537949
Please FedEs Check to CENAB-RE (FedEx address above)

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NUMBER

SHIPPED FROM

TO

WEIGHT

GOVERNMENT B/L NUMBER

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE		AMOUNT
				COST	PER	
		Advance payment of 50% for completion of self-move from 333 Hamilton Boulevard. Total for self-move is \$98,800 and is based upon the lowest estimate from Quick Transfer. This does NOT include move planning and reconnect. Payment (tax extmpt) IAW PL91-646, as amended				49,400.00
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below) TOTAL						49,400.00

PAYMENT:
☐ PROVISIONAL
☐ COMPLETE
☒ PARTIAL
☐ FINAL
☐ PROGRESS
☐ ADVANCE

49,400.00

SUSAN K. LEWIS

Environmental Program Manager, Real Estate Division

DIFFERENCES

Amount verified; correct for

(Signature or initials)

MEMORANDUM

ACCOUNTING CLASSIFICATION

CORNELL DUBLIER ELECTRONICS (CDE) SUPERFUND SITE, South Plainfield, NJ.

To: Melanie Crawford 901-874-8731

PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)
	CASH	DATE		

**PUBLIC VOUCHER FOR PURCHASES AND
SERVICES OTHER THAN PERSONAL**

VOUCHER NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION
USAED, Baltimore, ATTN: Mary Hollobaugh
City Crescent Building, 7th Floor, Real Estate Division
10 South Howard Street
Baltimore, MD 21201
Note: Above is street/FedEx address

DATE VOUCHER PREPARED
27 March 2007

SCHEDULE NO.

CONTRACT NUMBER AND DATE

PAID BY

REQUISITION NUMBER AND DATE

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NUMBER

GOVERNMENT B/L NUMBER

PAYEE'S
NAME
AND
ADDRESS

SPRING COIL BEDDING
333 Hamilton Boulevard
South Plainfield, NJ 07080
Tax I.D. No.: 42-1537949
Please FedEs Check to CENAB-RE (FedEx address above)

SHIPPED FROM

TO

WEIGHT

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE		AMOUNT (1)
				COST	PER	
		Advance payment of 50% for completion of self-move from 333 Hamilton Boulevard. Total for self-move is \$98,800 and is based upon the lowest estimate from Quick Transfer. This does NOT include move planning and reconnect. Payment (tax extmpt) IAW PL91-646, as amended				49,400.00

(Use continuation sheet(s) if necessary)

(Payee must NOT use the space below)

TOTAL

49,400.00

PAYMENT:
☐ PROVISIONAL
☐ COMPLETE
☒ PARTIAL
☐ FINAL
☐ PROGRESS
☐ ADVANCE

APPROVED FOR

= \$ 49,400.00

EXCHANGE RATE

= \$1.00

DIFFERENCES

BY 2

SUSAN K. LEWIS

Susan K Lewis

Amount verified; correct for

TITLE

Environmental Program Manager, Real Estate Division

(Signature or initials)

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

(Date)

(Authorized Certifying Officer)

(Title)

ACCOUNTING CLASSIFICATION

CORNELL DUBLIER ELECTRONICS (CDE) SUPERFUND SITE, South Plainfield, NJ.

TO: Melanie Crawford

901-874-8731

PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)
	CASH	DATE	PAYEE 3	

¹ When stated in foreign currency, insert name of currency.

² If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title.

³ When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

PER

TITLE



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

March 30, 2007

Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

Enclosed is U. S. Treasury Check No. 8736-01424768 in the amount of \$49,400 in connection with the permanent relocation of Spring Coil Bedding from 333 Hamilton Boulevard. This relocation is in connection with the Cornell-Dublier Electronics Superfund Site in South Plainfield, New Jersey. This check provides a 50% advance payment for the self-move.

If you have any questions regarding this matter, please feel free to contact Christine Milligan at (410) 962-5162; a message may also be left at (888) 867-5215.

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis
Chief, Real Estate Division

Enclosure

CF: Pete Mannino, EPA Region II

**PUBLIC VOUCHER FOR PURCHASES AND
SERVICES OTHER THAN PERSONAL**

VOUCHER NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION
USAED, Baltimore, ATTN: Mary Hollobaugh
City Crescent Building, 7th Floor, Real Estate Division
10 South Howard Street
Baltimore, MD 21201

Note: Above is street/FedEx address

DATE VOUCHER PREPARED
27 March 2007

SCHEDULE NO.

CONTRACT NUMBER AND DATE

PAID BY

REQUISITION NUMBER AND DATE

**PAYEE'S
NAME
AND
ADDRESS**

SPRING COIL BEDDING
333 Hamilton Boulevard
South Plainfield, NJ 07080
Tax I.D. No.: 42-1537949
Please FedEs Check to CENAB-RE (FedEx address above)

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NUMBER


SHIPPED FROM

TO

WEIGHT

GOVERNMENT B/L NUMBER

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE		AMOUNT (1)
				COST	PER	
		Advance payment of 50% for completion of self-move from 333 Hamilton Boulevard. Total for self-move is \$98,800 and is based upon the lowest estimate from Quick Transfer. This does NOT include move planning and reconnect. Payment (tax extmpt) IAW PL91-646, as amended				49,400.00
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below) TOTAL						49,400.00

PAYMENT:	APPROVED FOR	EXCHANGE RATE	DIFFERENCES
<input type="checkbox"/> PROVISIONAL	= \$ 49,400.00	= \$ 1.00	
<input type="checkbox"/> COMPLETE	BY 2		
<input checked="" type="checkbox"/> PARTIAL	SUSAN K. LEWIS		Amount verified; correct for
<input type="checkbox"/> FINAL	TITLE		(Signature or initials)
<input type="checkbox"/> PROGRESS	Environmental Program Manager, Real Estate Division		
<input type="checkbox"/> ADVANCE			

Pursuant to authority vested in me, I certify that this voucher is correct and proper for payment.

(Date)

(Authorized Certifying Officer)

(Title)

ACCOUNTING CLASSIFICATION

CORNELL DUBLIER ELECTRONICS (CDE) SUPERFUND SITE, South Plainfield, NJ.

PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)
	CASH	DATE	PAYEE 3	
	\$			

¹ When stated in foreign currency, insert name of currency.

² If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title.

³ When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.

PER

TITLE

Spring Coil Bedding

333 Hamilton Blvd., South Plainfield, N.J. 07080

908-791-0411 fax 908-791-0477

March 23, 2007

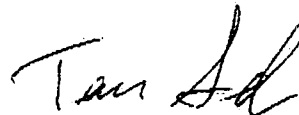
U.S. Army of Engineering
Realty Specialist
Attn: Chris Milligan

Dear Chris,

We have decided to do a Self Move and request payment in advance. We anticipate signing the lease April 15, 2007. A signed copy of the lease will be provided.

Thank you very much with this matter.

Sincerely,


Tom Salgo

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, February 22, 2007 1:59 PM
To: 'Mrsc949@aol.com'
Subject: Document review (Spring Coil Bedding)

Eileen --

I am going over the documents provided. I have a few questions (so far)...

1. For the lease, has it been signed yet? We will need a signed copy to process the reestablishment payment (for increased rent...maximum \$10,000).

2. On the estimates from Technology in Motion:

a. The first estimate indicates in one place it is to "oversee the move of equipment" in another place "this is just a quote to move the machinery only, not the raw materials...". I just want to verify that they will be disassembling, disconnecting, packing, and then reassembling and reconnecting the equipment.

b. On this same estimate they include a rigging fee of \$20,000. With this included in their estimate, please confirm that rigging will not be supplied by other movers(s) as outlined in their estimates (Classic Distribution & Quick Transfer).

c. The second estimate from Technology in Motion is for move planning support. Do you have additional documentation or a more detailed scope of work for what they are doing? For example, will they (or have they already) determined needs for installation of equipment at new property (i.e., reconnection needs for electrical, plumbing, & mechanical); determine modifications needed to personal property for equipment installation to fit the space or to meet code requirements; determine if modifications are needed to the replacement property, etc.

Here's a summary of our moving estimates:

	Planning	Moving (pack & un)	Set-up/installation/recalibration
Alpha	N/A	\$100,000*	N/A
Classic Distr	N/A	\$103,300*	N/A
Quick Transfer	N/A	\$98,800*	N/A
Technology in	\$8,400	N/A	\$30,920*

* Included \$20,000 for rigging

Based on rigging being included in Technology in Motion's estimate, I would assume that Alpha, Classic Distribution, & Quick Transfer's estimates would all be \$20,000 lower (\$80,000, \$83,300, and \$78,800 respectively). Please confirm.

Please call after you have had a chance to review questions. If I don't hear from you this afternoon, I'll call you first thing in the morning (around 8:00).

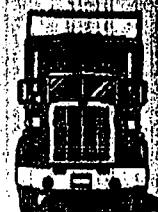
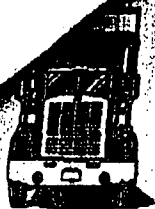
Chris Milligan
Realty Specialist
(410) 962-5162
(410) 962-4928 (FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Mrsc949@aol.com [mailto:Mrsc949@aol.com]
Sent: Monday, February 12, 2007 7:12 AM
To: Milligan, Chris NAB02
Subject: moving in 2 weeks

*FOURCON w/ Eileen
2 March - Lease not yet
signed. Will still be
trying to move in March*

QUICK TRANSFER, INC.



PO BOX 110526
BROOKLYN, NY 11211

TEL: 718-302-4141

FAX: 718-222-4446

To Whom It May Concern:

We are pleased to present the following quotation for Spring Coil Bedding, based on a 50-mile radius.

28	Tractor Trailer	@ \$2,100	\$58,800.
6	Flatbeds	@ \$2,500	\$15,000.
	Rigging (breakdown & set up)		\$20,000.
	Materials, Packing, etc.		<u>\$ 5,000.</u>
	Total		\$98,800.

This estimate is based on our observation at the time of the quote. Actual billing may be slightly higher.


Jacob Blaustien

CENAB-RE-S

DATE: 30 March 2007

REQUEST FOR OVERNIGHT MAIL SERVICE

Tom Salgo or Eileen
(Recipient's Name)

908-791-0411
Cell = 732-925-1424
(Phone Number)

Spring Coil Bedding
(Company Name)

Bldg #1
(Suite or Room Number)

333 Hamilton Boulevard
(Street Address - no P.O. Boxes)

South Plainfield NJ
(City) (State)

07080
(Zip Code)

POC for this action is Chris Milligan at x5162.

Chris Milligan

SUSAN K. LEWIS
Environmental Program Manager
Special Projects Support Branch
Real Estate Division

Delivery Required Monday, 2 April BEFORE Noon!

Ref:
Dep: REAL ESTATE

Date: 03/30/2007
Wgt: 0.1 LBS
DV:

SHIPPING: 4.48
SPECIAL: 0.00
HANDLING: 0.00
TOTAL: 4.48

Sves: PRIORITY OVERNIGHT
TRCK: 9015 6920 7718



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

March 30, 2007

Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

Enclosed is U. S. Treasury Check No. 8736-01424768 in the amount of \$49,400 in connection with the permanent relocation of Spring Coil Bedding from 333 Hamilton Boulevard. This relocation is in connection with the Cornell-Dublier Electronics Superfund Site in South Plainfield, New Jersey. This check provides a 50% advance payment for the self-move.

If you have any questions regarding this matter, please feel free to contact Christine Milligan at (410) 962-5162; a message may also be left at (888) 867-5215.

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis
Chief, Real Estate Division

Enclosure

CF: Pete Mannino, EPA Region II

MILLIGAN/CENAB-RE-S/CMM/5162

LEWIS/CENAB-RE-S

Standard Form 1034 Revised October 1987 Department of the Treasury 1774-2300 1034-121		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL		VOUCHER NO.	
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION USAED, Baltimore, ATTN: Mary Hollobaugh City-Crescent Building, 7th Floor, Real Estate Division 10 South Howard Street Baltimore, MD 21201 Note: Above is street/FedEx address		DATE VOUCHER PREPARED 27 March 2007		SCHEDULE NO.	
		CONTRACT NUMBER AND DATE		PAID BY	
		REQUISITION NUMBER AND DATE 3/28/07		DATE INVOICE RECEIVED	
PAYEE'S NAME AND ADDRESS SPRING COIL BEDDING 333 Hamilton Boulevard South Plainfield, NJ 07080 Tax I.D. No.: 42-1537949 Please FedEs Check to CENAB-RE (FedEx address above)		3/28/07 DATE #1		DISCOUNT TERMS	
SHIPPED FROM		TO		PAYEE'S ACCOUNT NUMBER	
		WEIGHT		GOVERNMENT B/L NUMBER	
NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES <small>(Enter description, item number of contract or Federal supply)</small>	QUANTITY	UNIT PRICE <small>COST PER</small>	AMOUNT



United States Treasury



15-51
000

USACE FINANCE CENTER
MEMPHIS, TN

8736-01423768

Check No.

CONTRACT SPRING COIL

28-MAR-2007

Pay to
the order of

PAY EXACTLY \$*****49400AND00CTS

\$*****49400.00*

SPRING COIL BEDDING
C O USACE CENAB RE C
10 S HOWARD STREET
BALTIMORE MD 21201

E1

VOID AFTER ONE YEAR

Donell M. Blair - Signature

87362

000000518: 014237685

PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)
	CASH	DATE	PAYEE'S	
<small>1. When stated in foreign currency, insert name of currency. 2. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the space provided, over his official title. 3. When a voucher is received in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.</small>			PER	TITLE

Previous edition usable

PRIVACY ACT STATEMENT
 The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

NSN 7540-00-900-2234

USAPA V4.30

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, April 19, 2007 1:41 PM
To: 'Eileen (Spring Coil)'
Subject: RE: Reminders & other stuff (Spring Coil)

Eileen --

I just wanted to check to see if the lease has been signed for the new location and if you have obtained the additional (estimate) information.

Hope all is going well.

FYI - I will be in WV tomorrow but will be in the office next week.

Chris Milligan
Realty Specialist
(410) 962-5162
(410) 962-4928 (FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Monday, March 05, 2007 8:22 AM
To: Eileen (Spring Coil)
Subject: Reminders & other stuff (Spring Coil)

Eileen --

I hope you had a nice weekend. I just wanted to follow up on a few of the things we have discussed so you can try to keep everyone "focused".

1. Signed lease is needed before checks can be cut
2. Decision needed for professional move vs. self-move
 - a. Professional move: I can contact the movers to see if they will bill me directly for Spring Coil's move.
 - b. Self-move: Check issued to Spring Coil in the amount of the lowest bid(s) and Spring Coil assumes responsibility for the move.
3. Insurance for the move: Will this be covered by Spring Coil's own insurance company or through the mover?
4. More detailed scope of work (SOW) needed from the move planner (see 22 Feb e-mail)

That's all that I can think of for now. I am in the office all this week (except for Thursday afternoon). Talk to you soon.

Chris

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-4928 (FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: Mrsc949@aol.com
Sent: Monday, April 23, 2007 9:05 AM
To: Milligan, Chris NAB02
Subject: (no subject)

Hi Chris,

Will have answers for you this week. Hope you had a good weekend with this beautiful weather. Talk to you soon. Thanks, Eileen Spring Coil

See what's free at <http://www.aol.com>.

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Monday, April 30, 2007 7:12 AM
To: 'Pete Mannino'; Flanagan.Sarah@epamail.epa.gov
Cc: Seppi.Pat@epamail.epa.gov; Lewis, Susan K NAB02; Hawkins, Gloria S NAB02
Subject: Spring Coil - CDE Superfund Site

Pete --

I have reviewed the draft letter to Spring Coil bedding and have two comments, below.

First page, last paragraph (as it reads): EPA and USACE have been providing Spring Coil Bedding, Inc. with relocation assistance, including information concerning potential new locations and an advance payment for your self-move in the amount of \$49,400.

Suggested change: EPA and USACE have been providing Spring Coil Bedding, Inc. with relocation assistance, including information concerning potential new locations and an advance relocation payment of \$49,400 which represents 50% of your estimated self-move cost.

Second page, first paragraph (as it reads): Spring Coil Bedding, Inc.'s refusal to cooperate with EPA in vacating the property is jeopardizing EPA's cleanup schedule and its ability to provide appropriate relocation assistance.

Just a comment: Have you had recent discussions with Spring Coil where they have indicated a refusal to move? Last I spoke to them (20 April), they indicated they would signing the lease next week (which is now last week). I planned on following-up with them today or tomorrow on the status since they have indicated in the past that the lease would be signed in the next few days/week/etc.

Please try to give me a call this morning (I am in the office) to discuss before I contact them to follow-up on the lease.

Chris Milligan
Realty Specialist
(410) 962-5162
(410) 962-4922 (FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Lewis, Susan K NAB02
Sent: Friday, April 27, 2007 3:43 PM
To: Milligan, Chris NAB02
Subject: FW: Cornell-Dubilier Electronics site

FYI

-----Original Message-----

From: Mannino.Pietro@epamail.epa.gov [mailto:Mannino.Pietro@epamail.epa.gov]
Sent: Friday, April 27, 2007 3:17 PM
To: Lewis, Susan K NAB02; Flanagan.Sarah@epamail.epa.gov; Seppi.Pat@epamail.epa.gov
Cc: Hawkins, Gloria S NAB02
Subject: Cornell-Dubilier Electronics site

Susan;

Attached is a draft letter that EPA expects to issue to Spring Coil early next week. We will be issuing a similar letter to BP Nanak later in the week. Please let me know if you have any comments or would like to discuss this. thanks

Milligan, Chris NAB02

From: Lewis, Susan K NAB02
Sent: Friday, April 27, 2007 3:43 PM
To: Milligan, Chris NAB02
Subject: FW: Cornell-Dubilier Electronics site

Attachments: 0425 draft relo letter revisedpm.doc



0425 draft relo
letter revised...

FYI

-----Original Message-----

From: Mannino.Pietro@epamail.epa.gov [mailto:Mannino.Pietro@epamail.epa.gov]
Sent: Friday, April 27, 2007 3:17 PM
To: Lewis, Susan K NAB02; Flanagan.Sarah@epamail.epa.gov; Seppi.Pat@epamail.epa.gov
Cc: Hawkins, Gloria S NAB02
Subject: Cornell-Dubilier Electronics site

Susan;

Attached is a draft letter that EPA expects to issue to Spring Coil early next week. We will be issuing a similar letter to BP Nanak later in the week. Please let me know if you have any comments or would like to discuss this. thanks

(See attached file: 0425 draft relo letter revisedpm.doc)

BY TELECOPY AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Yossi Friedman
Spring Coil Bedding, Inc.
333 Hamilton Blvd.
Building # 1
South Plainfield, New Jersey 07080

SUBJECT: Cornell-Dubilier Electronics Superfund Site
Operable Unit 2
a.k.a. Hamilton Industrial Park
333 Hamilton Boulevard
South Plainfield, New Jersey

Dear Mr. Friedman:

This is to advise you that Spring Coil Bedding, Inc. must vacate the property that it occupies at the Cornell Dubilier Electronics Superfund Site (Site) by May 15, 2007. As you are aware, the U. S. Environmental Protection Agency (EPA) is implementing the building demolition component of Operable Unit 2 at the Cornell-Dubilier Electronics (CDE) Superfund Site. Failure to vacate the property will interfere with EPA's implementation of the remedy.

EPA, with the assistance of the U.S. Army Corps of Engineers (USACE), has undertaken extensive efforts, and expended resources, to inform Spring Coil Bedding, Inc. of the schedule for the building demolition, and the relocation assistance available to Spring Coil Bedding, Inc. pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA).

By letter dated December 14, 2006, EPA informed you that Spring Coil Bedding, Inc. would be required to vacate the property and that you would be given a written notice specifying the date that EPA will require possession of the property you occupy, at least 30 days before the date that the property would have to be vacated. By letter dated March 16, 2007, EPA notified you of the requirement to vacate the property on or before April 30, 2007. EPA and USACE have been providing Spring Coil Bedding, Inc. with relocation assistance, including information concerning potential new locations and an advance payment for your self-move in the amount of \$49,400.

Section 104(e)(1) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9604(e)(1), confers access authority on EPA to enter

property in order to effectuate a response action. In this case, EPA has done more than request access – it has offered relocation assistance and given four months to find a new location. Spring Coil Bedding, Inc.'s refusal to cooperate with EPA in vacating the property is jeopardizing EPA's cleanup schedule and its ability to provide appropriate relocation assistance.

If Spring Coil Bedding, Inc. fails to vacate the property by May 15, 2007, EPA will issue an administrative order directing compliance with the entry request, pursuant to Section 104(e)(5)(A) of CERCLA, 42 U.S.C § 9604(e)(5)(A). If, following issuance of an administrative order, Spring Coil Bedding, Inc. continues to refuse access, EPA will seek to have the order enforced in federal court. Where there is a reasonable basis to believe there may be a release or threat of a release of a hazardous substance or pollutant or contaminant, courts are instructed to enforce an EPA order. In addition, EPA may seek penalties of up to \$25,000 per day for failure to comply with the order, pursuant to Section 104(e)(5) of CERCLA, 42. U.S.C. § 9604(e)(5).

Please be advised that, aside from the fact that EPA will shortly demolish the building occupied by Spring Coil Bedding, Inc., another very practical reason that Spring Coil Bedding, Inc. must vacate the property immediately is that even before reaching the building occupied by Spring Coil Bedding, Inc., EPA will be obliged to shut down the fire suppression system at the property in order to begin the demolition, and when this occurs, Spring Coil Bedding, Inc.'s presence at the property will be in violation of the building code of the Borough of South Plainfield. EPA will not be responsible for any losses or damages incurred by Spring Coil Bedding, Inc. because it has failed to vacate and is present at the property under inappropriate conditions.

If you have any questions regarding this letter, please contact me at 212-637-3136.

Sincerely,

Sarah Flanagan
Assistant Regional Counsel

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, May 10, 2007 7:16 AM
To: 'Mrsc949@aol.com'
Subject: Stauts

Eileen --

I am in the office today but will be in WV tomorrow.

Please let me know the status of the lease and the moving estimate(s).

Thanks, Chris

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Mrsc949@aol.com [mailto:Mrsc949@aol.com]
Sent: Monday, April 23, 2007 9:05 AM
To: Milligan, Chris NAB02
Subject: (no subject)

Hi Chris,

Will have answers for you this week. Hope you had a good weekend with this beautiful weather. Talk to you soon. Thanks, Eileen Spring Coil

See what's free at <http://www.aol.com>.

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, May 10, 2007 7:16 AM
To: 'Mrsc949@aol.com'
Subject: Stauts

Eileen --

I am in the office today but will be in WV tomorrow.

Please let me know the status of the lease and the moving estimate(s).

Thanks, Chris

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Mrsc949@aol.com [mailto:Mrsc949@aol.com]
Sent: Monday, April 23, 2007 9:05 AM
To: Milligan, Chris NAB02
Subject: (no subject)

Hi Chris,

Will have answers for you this week. Hope you had a good weekend with this beautiful weather. Talk to you soon. Thanks, Eileen Spring Coil

See what's free at <http://www.aol.com>.

Milligan, Chris NAB02

From: mjsc949@aol.com
Sent: Monday, May 14, 2007 11:24 AM
To: Milligan, Chris NAB02
Subject: Lease Signed

Good Morning Chris,

We signed the lease last week. Pete, from the DEP stated that we must be out by Wednesday. Please call me. Thanks, Eileen Spring Coil Bedding

AOL now offers free email to everyone. Find out more about what's free from AOL at AOL.com
<<http://www.aol.com?ncid=AOLAOFF000200000000437>> .

Milligan, Chris NAB02

From: mrsc949@aol.com
Sent: Thursday, May 17, 2007 8:52 AM
To: Milligan, Chris NAB02
Subject: MOVING

HI CHRIS,

IT WILL TAKE 8 WEEKS OR MORE TO SET UP AT NEW LOCATION. WILL PUT EVERYTHING IN STORAGE.
PLEASE CALL ME. THANKS, EILEEN SPRING COIL BEDDING

AOL now offers free email to everyone. Find out more about what's free from AOL at AOL.com
<<http://www.aol.com?ncid=AOLAOF00020000000437>> .

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Friday, May 18, 2007 2:43 PM
To: Eileen (Spring Coil)
Subject: Scope of Work & Lease

Eileen --

I just received a FAXed invoice from Technology in Motion. Before these charges can be considered, we still need the detailed scope of work. See below (copied from 22 Feb 07 e-mail)

The second estimate from Technology in Motion is for move planning support. Do you have additional documentation or a more detailed scope of work for what they are doing? For example, will they (or have they already) determined needs for installation of equipment at new property (i.e., reconnection needs for electrical, plumbing, & mechanical); determine modifications needed to personal property for equipment installation to fit the space or to meet code requirements; determine if modifications are needed to the replacement property, etc.

We can not review and approve any of these move planning charges until we have a SOW to review...we need to know exactly what they are doing (what service they are providing) for their hourly rate.

I'll try to have an answer for you on Monday regarding payments for any storage.

Please keep on the landlord for the new lease...until the new lease is received, I can't process any paperwork for claims (and we are still dealing with the 20-30 day turn around time for checks).

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

TECHNOLOGY IN MOTION INC.**Invoice**

852 Densfield Rd.
West Babylon, NY 11704-7137
(631) 661-5494
FAX (631) 661-6390

DATE	INVOICE #
5/17/2007	51156

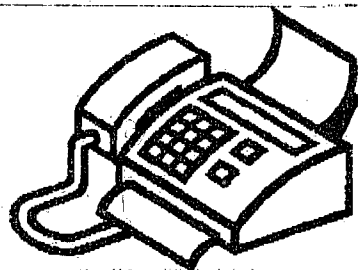
BILL TO	SHIP TO
Spring Coil Mattress PO Box 866 South Plainfield, NJ 07080 Attn: Hershy	Spring Coil Mattress 333 Hamilton Blvd Building #1 South Plainfield NJ 07080

P.O. NUMBER	TERMS	DUE DATE	REP	SHIP	VIA
Vbl Bill	Net 30	6/16/2007	SD	2/18/2007	

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
6	Consulting	5/01/07 4:30am-10:30am	105.00	630.00
1	Zone NJT10	Tolls & Gas	42.50	42.50T
8	Consulting	5/03/07 10:00am-6:00pm	105.00	840.00
11	Consulting	5/08/07 5:30am-4:30pm	105.00	1,155.00
1	Zone NJT10	Tolls & Gas	42.50	42.50T
8	Consulting	5/09/07 7:00am-3:00pm	105.00	840.00
7	Consulting	5/14/07 7:00am-2:00pm	105.00	735.00
1	Zone NJT10	Tolls & Gas	42.50	42.50T
6	Consulting	5/17/07 9:00am-3:00pm	105.00	630.00
6	BP3642	Blue Prints 36X42	9.89	59.34T
1	ST-3X42	3" X 42" Shipping Tube	6.99	6.99T
	Shipping		6.14	6.14T
		Out-of-state sale, exempt from sales tax	0.00%	0.00

Not A Complete Bill

	Total	\$5,029.97
--	--------------	-------------------



A facsimile from

Spring Coil Bedding

333 Hamilton Blvd
South Plainfield, NJ 07080
908-791-0411 Fax 908-791-0477

To: Chris Milligan
Fax number: 410-962-4928

Date: 5/18/2007

Regarding: Invoice

Comments:

Invoice for Technology in Motion

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Monday, May 21, 2007 9:22 AM
To: 'Eileen (Spring Coil)'
Subject: New Lease, storage, & scope of work

*21 May 07 MFR - Discussed
below w/ Eileen - she will check
into CM*

Eileen --

Please call me this morning...I will be in the office until 12:30p.m. today.

We contacted DSC to see what the hold-up was with them signing/accepting the new lease. They are advising that the rent (for current location) has not been paid for April and May; they will not sign the lease until the rent is paid up to date.

As for the changes to the lease (they indicated changes were for things such as fix the bath room, fix the floor, clean sweep, etc.) they anticipate having items completed by 1 June since that is the anticipated effective date of the lease.

At this point in time, Spring Coil needs to negotiate/finalize the lease for the new location as soon as possible. Do you know if/when Spring Coil will pay the back rent so the lease can be executed by the landlord? Also, if the lease effective date is 1 June, couldn't Spring Coil's personal property/machinery/equipment be moved and stored at the new location? This would eliminate the cost for separate storage and eliminate expenditures for two moves (instead of just one into the new space). We have almost two weeks before 1 June and it would seem that the above could be accomplished.

Also, in order to review any move planning efforts, we need the detailed scope of work which spells out what the contractor is doing for his charges.

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Friday, May 18, 2007 2:43 PM
To: Eileen (Spring Coil)
Subject: Scope of Work & Lease

Eileen --

I just received a FAXed invoice from Technology in Motion. Before these charges can be considered, we still need the detailed scope of work. See below (copied from 22 Feb 07 e-mail)

The second estimate from Technology in Motion is for move planning support. Do you have additional documentation or a more detailed scope of work for what they are doing? For example, will they (or have they already) determined needs for installation of equipment at new property (i.e., reconnection needs for electrical, plumbing, & mechanical); determine modifications needed to personal property for equipment installation to fit the space or to meet code requirements; determine if modifications are needed to the replacement property, etc.

We can not review and approve any of these move planning charges until we have a SOW to review...we need to know exactly what they are doing (what service they are providing) for their hourly rate.

*23 May 07 MFR - left voice mail for Eileen
CM*

I'll try to have an answer for you on Monday regarding payments for any storage.

Please keep on the landlord for the new lease...until the new lease is received, I can't process any paperwork for claims (and we are still dealing with the 20-30 day turn around time for checks).

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

April 30, 2007

BY HAND DELIVERY AND CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Yossi Friedman
Spring Coil Bedding, Inc.
333 Hamilton Blvd.
Building # 1
South Plainfield, New Jersey 07080

SUBJECT: Cornell-Dubilier Electronics Superfund Site
Operable Unit 2
a.k.a. Hamilton Industrial Park
333 Hamilton Boulevard
South Plainfield, New Jersey

Dear Mr. Friedman:

This is to advise you that Spring Coil Bedding, Inc. ("Spring Coil") must vacate the property that it occupies at the Cornell Dubilier Electronics Superfund Site ("Site") by May 15, 2007. As you are aware, the U. S. Environmental Protection Agency ("EPA") is implementing the building demolition component of Operable Unit 2 at the Cornell-Dubilier Electronics ("CDE") Superfund Site. Failure to vacate the property will interfere with EPA's implementation of the remedy.

EPA, with the assistance of the U.S. Army Corps of Engineers ("USACE"), has undertaken extensive efforts, and expended resources, to inform Spring Coil Bedding, Inc. of the schedule for the building demolition, and the relocation assistance available to Spring Coil pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act ("URA").

By letter dated December 14, 2006, EPA informed you that Spring Coil would be required to vacate the property and that you would be given a written notice specifying the date that EPA would require possession of the property you occupy, at least 30 days before the date that the property would have to be vacated. By letter dated March 16, 2007, EPA notified you of the requirement to vacate the property on or before April 30, 2007. EPA and USACE have been providing Spring Coil with relocation assistance, including information concerning potential new

Mr. Yossi Friedman
April 30, 2007
Page 2

locations and an advance relocation payment in the amount of \$49,400, which represents 50% of the estimated cost of Spring Coil's self-move.


Section 104(e)(1) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9604(e)(1), confers access authority on EPA to enter property in order to effectuate a response action. In this case, EPA has done more than request access – it has provided relocation assistance and given four months to find a new location. Spring Coil's failure to cooperate with EPA in vacating the property is jeopardizing EPA's cleanup schedule and its ability to provide appropriate relocation assistance.

If Spring Coil fails to vacate the property by May 15, 2007, EPA will issue an administrative order directing compliance with its request for access to the property, pursuant to Section 104(e)(5)(A) of CERCLA, 42 U.S.C. § 9604(e)(5)(A). If, following issuance of an administrative order, Spring Coil continues to occupy the property, effectively denying EPA access, EPA may seek to have the order enforced in federal court. Where there is a reasonable basis to believe there may be a release or threat of a release of a hazardous substance or pollutant or contaminant, courts are instructed to enforce an EPA order. In addition, EPA may seek penalties of up to \$25,000 per day for failure to comply with the order, pursuant to Section 104(e)(5) of CERCLA, 42 U.S.C. § 9604(e)(5).

Please be advised that, aside from the fact that EPA will shortly demolish the building occupied by Spring Coil, there is another very practical reason that Spring Coil must vacate the property immediately: even before reaching the building occupied by Spring Coil, EPA will be obliged to shut down the fire suppression system at the property in order to begin the demolition, and when this occurs, Spring Coil's presence at the property may represent a violation of the building code of the Borough of South Plainfield. EPA will not be responsible for any losses or damages incurred by Spring Coil because it has failed to vacate and is present at the property under inappropriate conditions.

If you have any questions regarding this letter, please contact me at 212-637-3136.

Sincerely,



Sarah Flanagan
Assistant Regional Counsel



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
30 BROADWAY
NEW YORK, NY 10007-1006

Mr. Yossi Friedman
Spring Coil Bedding, Inc.
333 Hamilton Blvd.
Building # 1
South Plainfield, New Jersey 07080

SUBJECT: Cornell-Dubilier Electronics Superfund Site
Operable Unit 2
a.k.a. Hamilton Industrial Park
333 Hamilton Boulevard
South Plainfield, New Jersey

Dear Mr. Friedman:

As you are aware, the U. S. Environmental Protection Agency (EPA) is implementing the building demolition component of Operable Unit 2 at the Cornell-Dubilier Electronics (CDE) Superfund Site. On December 14, 2006, EPA informed you that you that your company would be required to vacate the property and that you would be given a written notice specifying the date that EPA will require possession of the property you occupy, at least 30 days before the date that the property must be vacated.

Accordingly, you are hereby notified to vacate the property on or before April 30, 2007. Please be assured that the U.S. Army Corps of Engineers (USACE), acting on behalf of EPA, will continue to offer all appropriate relocation assistance.

If you have any questions regarding this matter, please feel free to contact me at 212-637-4395. Questions regarding the relocation process can be directed to your USACE relocation specialist, Chris Milligan, at 410-962-5162.

Sincerely,

A handwritten signature in black ink, appearing to read "Peter Mannino", is written over a horizontal line.

Peter Mannino, Remedial Project Manager
Central New Jersey Remediation Section

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, May 31, 2007 10:07 AM
To: 'Eileen (Spring Coil)'
Cc: 'Pete Mannino'
Subject: RE: New Lease, storage, & scope of work (Spring Coil)

Importance: High

Eileen --

Please call me regarding the below issues ASAP. Based on the information I have, your lease effective date should be tomorrow.

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Wednesday, May 30, 2007 7:45 AM
To: 'Eileen (Spring Coil)'
Cc: 'Pete Mannino'
Subject: New Lease, storage, & scope of work (Spring Coil)

Eileen --

See below. We still need responses/actions for the following questions/items:

1. Has back rent been paid? - Y
2. If so, has DSC signed the new lease? - not yet signed by them
3. Provide a signed copy of the new lease.
4. Is the effective date still 1 June (this Friday)?
5. If lease signed and effective 1 June, can property be stored at new location?
6. Provide a detailed scope of work for what is being accomplished by the move planner. We can not review/evaluate any claims for this service until this has been provided. This was to be provided before his move planning efforts began to help minimize any questions or delays.
7. Have you obtained the additional estimates for hook-up of the machinery & equipment?

I am in the office today until 1:00. Please call me this morning to provide an update on the above actions/items.

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Thursday, May 24, 2007 10:09 AM
To: 'Eileen (Spring Coil)'
Subject: FW: New Lease, storage, & scope of work

4-6 weeks

plumbing + elect at new location

★ What utilities shut off?
? Elect to disconnect

Eileen --

I left you a voice mail message yesterday but haven't heard back. Please call me today to give me an update. I won't be in the office tomorrow.

Thanks, Chris

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Monday, May 21, 2007 9:22 AM
To: 'Eileen (Spring Coil)'
Subject: New Lease, storage, & scope of work

Eileen --

Please call me this morning...I will be in the office until 12:30p.m. today.

We contacted DSC to see what the hold-up was with them signing/accepting the new lease. They are advising that the rent (for current location) has not been paid for April and May; they will not sign the lease until the rent is paid up to date.

As for the changes to the lease (they indicated changes were for things such as fix the bath room, fix the floor, clean sweep, etc.) they anticipate having items completed by 1 June since that is the anticipated effective date of the lease.

At this point in time, Spring Coil needs to negotiate/finalize the lease for the new location as soon as possible. Do you know if/when Spring Coil will pay the back rent so the lease can be executed by the landlord? Also, if the lease effective date is 1 June, couldn't Spring Coil's personal property/machinery/equipment be moved and stored at the new location? This would eliminate the cost for separate storage and eliminate expenditures for two moves (instead of just one into the new space). We have almost two weeks before 1 June and it would seem that the above could be accomplished.

Also, in order to review any move planning efforts, we need the detailed scope of work which spells out what the contractor is doing for his charges.

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Friday, May 18, 2007 2:43 PM
To: Eileen (Spring Coil)
Subject: Scope of Work & Lease

Eileen --

I just received a FAXed invoice from Technology in Motion. Before these charges can be considered, we still need the detailed scope of work. See below (copied from 22 Feb 07 e-mail)

The second estimate from Technology in Motion is for move planning support. Do you have additional documentation or a more detailed scope of work for what they are doing? For example, will they (or have they already) determined needs for installation of

equipment at new property (i.e., reconnection needs for electrical, plumbing, & mechanical); determine modifications needed to personal property for equipment installation to fit the space or to meet code requirements; determine if modifications are needed to the replacement property, etc.

We can not review and approve any of these move planning charges until we have a SOW to review...we need to know exactly what they are doing (what service they are providing) for their hourly rate.

I'll try to have an answer for you on Monday regarding payments for any storage.

Please keep on the landlord for the new lease...until the new lease is received, I can't process any paperwork for claims (and we are still dealing with the 20-30 day turn around time for checks).

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Wednesday, May 30, 2007 7:45 AM
To: 'Eileen (Spring Coil)'
Cc: 'Pete Mannino'
Subject: New Lease, storage, & scope of work (Spring Coil)

Eileen --

See below. We still need responses/actions for the following questions/items:

1. Has back rent been paid?
2. If so, has DSC signed the new lease?
3. Provide a signed copy of the new lease.
4. Is the effective date still 1 June (this Friday)?
5. If lease signed and effective 1 June, can property be stored at new location?
6. Provide a detailed scope of work for what is being accomplished by the move planner. We can not review/evaluate any claims for this service until this has been provided. This was to be provided before his move planning efforts began to help minimize any questions or delays.
7. Have you obtained the additional estimates for hook-up of the machinery & equipment?

I am in the office today until 1:00. Please call me this morning to provide an update on the above actions/items.

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Thursday, May 24, 2007 10:09 AM
To: 'Eileen (Spring Coil)'
Subject: FW: New Lease, storage, & scope of work

Eileen --

I left you a voice mail message yesterday but haven't heard back. Please call me today to give me an update. I won't be in the office tomorrow.

Thanks, Chris

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Monday, May 21, 2007 9:22 AM
To: 'Eileen (Spring Coil)'
Subject: New Lease, storage, & scope of work

Eileen --

Please call me this morning...I will be in the office until 12:30p.m. today.

We contacted DSC to see what the hold-up was with them signing/accepting the new lease. They are advising that the rent (for current location) has not been paid for April and May; they will not sign the lease until the rent is paid up to date.

As for the changes to the lease (they indicated changes were for things such as fix the bath room, fix the floor, clean sweep, etc.) they anticipate having items completed by 1 June since that is the anticipated effective date of the lease.

At this point in time, Spring Coil needs to negotiate/finalize the lease for the new location as soon as possible. Do you know if/when Spring Coil will pay the back rent so the lease can be executed by the landlord? Also, if the lease effective date is 1 June, couldn't Spring Coil's personal property/machinery/equipment be moved and stored at the new location? This would eliminate the cost for separate storage and eliminate expenditures for two moves (instead of just one into the new space). We have almost two weeks before 1 June and it would seem that the above could be accomplished.

Also, in order to review any move planning efforts, we need the detailed scope of work which spells out what the contractor is doing for his charges.

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Friday, May 18, 2007 2:43 PM
To: Eileen (Spring Coil)
Subject: Scope of Work & Lease

Eileen --

I just received a FAXed invoice from Technology in Motion. Before these charges can be considered, we still need the detailed scope of work. See below (copied from 22 Feb 07 e-mail)

The second estimate from Technology in Motion is for move planning support. Do you have additional documentation or a more detailed scope of work for what they are doing? For example, will they (or have they already) determined needs for installation of equipment at new property (i.e., reconnection needs for electrical, plumbing, & mechanical); determine modifications needed to personal property for equipment installation to fit the space or to meet code requirements; determine if modifications are needed to the replacement property, etc.

We can not review and approve any of these move planning charges until we have a SOW to review...we need to know exactly what they are doing (what service they are providing) for their hourly rate.

I'll try to have an answer for you on Monday regarding payments for any storage.

Please keep on the landlord for the new lease...until the new lease is received, I can't process any paperwork for claims (and we are still dealing with the 20-30 day turn around time for checks).

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Friday, June 01, 2007 10:54 AM
To: 'Pete Mannino'
Subject: Spring Coil & Franz

Pete --

Just FYI to keep you updated....spoke to Eileen from Spring Coil this morning. Now, all of the sudden, they have found another potential new location for their relocation. They are indicating it is better space than what they were considering from DSC.

Still no lease though....

Also, just so you know....I still haven't received the signed claim form & lease from Franz Cabinet. Wanted to let you know this since he was asking you when he was going to get his check...check can't be cut until we receive the information.

Last...two quick questions....are all utilities to be cut or just water? What is your latest date for them to be cut?

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: mrsc949@aol.com
Sent: Monday, June 04, 2007 4:19 PM
To: Milligan, Chris NAB02

Hi Chris,

We will have an answer for you, by the end of the week, about the merge with the other company. Any questions, please call or e-mail me. Thanks, Eileen Spring
Coil

AOL now offers free email to everyone. Find out more about what's free from AOL at AOL.com
<<http://www.aol.com?ncid=AOLAOF000200000000437>> .

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, June 14, 2007 7:19 AM
To: 'Pete Mannino'
Cc: Gajdek, Rich E NAN02; Hawkins, Gloria S NAB02; Nejand, Patrick C NAN02
Subject: Spring Coil & Yesterday's call

Pete -

Sorry I wasn't able to participate in the call yesterday.

I was actually tied up with Spring Coil. Here's the latest: They indicated they have moved 90% of their stuff to the new location (I still don't have the lease though). As soon as they can get back in to Hamilton Industrial Park (when the water is back on), they will move the remainder. They indicated they anticipate to be done by early next week but will let me know when they are completely moved out. Lots of discussion on procedure for filing claims also yesterday.

Also....I have left several messages for Franz Cabinet but have not heard from him. I still haven't received his lease and signed form to be able to process his payment.

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Friday, June 15, 2007 10:49 AM
To: Eileen (Spring Coil)
Subject: Moving of remaining items, stock, and trash

Eileen --

I spoke to Pete Mannino yesterday. He confirmed that a lot of Spring Coil's personal property has been moved. He also stated that there is a lot of debris/trash both inside and outside of the building. Please be advised that the premises is to be free from trash/debris and broom swept. Please let me know when everything has been removed.

Also, when should I anticipate receipt of the new lease?

Have a great weekend!

Chris

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Wednesday, June 20, 2007 1:38 PM
To: Eileen (Spring Coil)
Subject: FW: Moving of remaining items, stock, and trash

Attachments: SpringCoil-Move-Ltr.doc



SpringCoil-Move-Ltr
.doc (58 KB...)

Eileen -- Please call me regarding Spring Coil's new location, phone numbers, etc.

Attached is an advance copy of a letter being mailed today.

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Friday, June 15, 2007 10:49 AM
To: Eileen (Spring Coil)
Subject: Moving of remaining items, stock, and trash

Eileen --

I spoke to Pete Mannino yesterday. He confirmed that a lot of Spring Coil's personal property has been moved. He also stated that there is a lot of debris/trash both inside and outside of the building. Please be advised that the premises is to be free from trash/debris and broom swept. Please let me know when everything has been removed.

Also, when should I anticipate receipt of the new lease?

Have a great weekend!

Chris

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

June 21, 2007

Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

This is regarding Spring Coil Bedding's permanent relocation in connection with the Cornell-Dublier Electronics Superfund Site in South Plainfield, New Jersey. As you are aware, we had provided a 50% advance payment (\$49,400) for your self-move from 333 Hamilton Boulevard on March 20, 2007. At the time the advance was provided, Spring Coil Bedding indicated they were moving to 28 Sager Place in Hillside, New Jersey.

Since that time, two other locations have been explored for the permanent relocation of Spring Coil Bedding as well as a mention of a possible merger with another company. On June 14th, it was indicated that the majority of Spring Coil's personal property had been moved. We have since inspected the space at the Hamilton Industrial Park and found items remaining both inside and outside, most of which appears to be debris. As advised, the premises are to be free from trash/debris and broom swept prior to release of the remaining 50% self-move payment. If Spring Coil does not remove the remaining items in a timely manner, we will arrange for a professional mover to pack and deliver the remaining items to your new location. We will deduct the amount of the payment for the professional mover from your remaining 50% self-move payment.

Since we have been unable to contact you, it is imperative that you contact Christine Milligan to keep her informed of your progress. There are many outstanding issues in connection with documentation required for your relocation and the anticipated relocation claims. She can be reached at (410) 962-5162; a message may also be left at (888) 867-5215.

- 2 -

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis
Chief, Real Estate Division

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CF: Pete Mannino, EPA Region II
Spring Coil Bedding, P.O. Box 866, South Plainfield, NJ 07080
Spring Coil Bedding, 333 Hamilton Blvd, South Plainfield, NJ 07080 (via regular mail)

MILLIGAN/CENAB-RE-S/CMM/5162

LEWIS/CENAB-RE-S

DOCUMENT: SpringCoil-Move-Ltr/cornell/milligan/special/share

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, June 14, 2007 10:24 AM
To: Lewis, Susan K NAB02
Subject: RE: Spring Coil & Yesterday's call

They are now "merging" as far as location only....lease to be signed. I guess we will see.

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Lewis, Susan K NAB02
Sent: Thursday, June 14, 2007 10:17 AM
To: Milligan, Chris NAB02
Subject: RE: Spring Coil & Yesterday's call

Are they merging with another company?

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Thursday, June 14, 2007 7:19 AM
To: 'Pete Mannino'
Cc: Gajdek, Rich E NAN02; Hawkins, Gloria S NAB02; Nejand, Patrick C NAN02
Subject: Spring Coil & Yesterday's call

Pete -

Sorry I wasn't able to participate in the call yesterday.

I was actually tied up with Spring Coil. Here's the latest: They indicated they have moved 90% of their stuff to the new location (I still don't have the lease though). As soon as they can get back in to Hamilton Industrial Park (when the water is back on), they will move the remainder. They indicated they anticipate to be done by early next week but will let me know when they are completely moved out. Lots of discussion on procedure for filing claims also yesterday.

Also....I have left several messages for Franz Cabinet but have not heard from him. I still haven't received his lease and signed form to be able to process his payment.

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

June 21, 2007

Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

This is regarding Spring Coil Bedding's permanent relocation in connection with the Cornell-Dublier Electronics Superfund Site in South Plainfield, New Jersey. As you are aware, we had provided a 50% advance payment (\$49,400) for your self-move from 333 Hamilton Boulevard on March 20, 2007. At the time the advance was provided, Spring Coil Bedding indicated they were moving to 28 Sager Place in Hillside, New Jersey.

Since that time, two other locations have been explored for the permanent relocation of Spring Coil Bedding as well as a mention of a possible merger with another company. On June 14th, it was indicated that the majority of Spring Coil's personal property had been moved. We have since inspected the space at the Hamilton Industrial Park and found items remaining both inside and outside, most of which appears to be debris. As advised, the premises are to be free from trash/debris and broom swept prior to release of the remaining 50% self-move payment. If Spring Coil does not remove the remaining items in a timely manner, we will arrange for a professional mover to pack and deliver the remaining items to your new location. We will deduct the amount of the payment for the professional mover from your remaining 50% self-move payment.

Since we have been unable to contact you, it is imperative that you contact Christine Milligan to keep her informed of your progress. There are many outstanding issues in connection with documentation required for your relocation and the anticipated relocation claims. She can be reached at (410) 962-5162; a message may also be left at (888) 867-5215.

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Sign

Susan K. Lewis
Chief, Real Estate Division

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CF: Pete Mannino, EPA Region II
Spring Coil Bedding, P.O. Box 866, South Plainfield, NJ 07080
Spring Coil Bedding, 333 Hamilton Blvd, South Plainfield, NJ 07080 (via regular mail)

MILLIGAN/CENAB-RE-S/CMM/5162

LEWIS/CENAB-RE-S

DOCUMENT: SpringCoil-Move-Ltr/cornell/milligan/special/share

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, June 21, 2007 3:09 PM
To: 'mrsc949@aol.com'
Subject: RE: Moving of remaining items, stock, and trash

Eileen -- Could you open the attachment? Text copied below.

Chris

June 21, 2007
Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

This is regarding Spring Coil Bedding's permanent relocation in connection with the Cornell-Dublier Electronics Superfund Site in South Plainfield, New Jersey. As you are aware, we had provided a 50% advance payment (\$49,400) for your self-move from 333 Hamilton Boulevard on March 20, 2007. At the time the advance was provided, Spring Coil Bedding indicated they were moving to 28 Sager Place in Hillside, New Jersey.

Since that time, two other locations have been explored for the permanent relocation of Spring Coil Bedding as well as a mention of a possible merger with another company. On June 14th, it was indicated that the majority of Spring Coil's personal property had been moved. We have since inspected the space at the Hamilton Industrial Park and found items remaining both inside and outside, most of which appears to be debris. As advised, the premises are to be free from trash/debris and broom swept prior to release of the remaining 50% self-move payment. If Spring Coil does not remove the remaining items in a timely manner, we will arrange for a professional mover to pack and deliver the remaining items to your new location. We will deduct the amount of the payment for the professional mover from your remaining 50% self-move payment.

Since we have been unable to contact you, it is imperative that you contact Christine Milligan to keep her informed of your progress. There are many outstanding issues in connection with documentation required for your relocation and the anticipated relocation claims. She can be reached at (410) 962-5162; a message may also be left at (888) 867-5215.

- 2 -

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

CF: Pete Mannino, EPA Region II
Spring Coil Bedding, P.O. Box 866, South Plainfield, NJ 07080 Spring Coil Bedding, 333
Hamilton Blvd, South Plainfield, NJ 07080 (via regular mail)

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: mrsc949@aol.com [mailto:mrsc949@aol.com]
Sent: Thursday, June 21, 2007 3:05 PM
To: Milligan, Chris NAB02
Subject: Re: Moving of remaining items, stock, and trash

WE ARE WORKING ON IT. THANKS, EILEEN

-----Original Message-----

From: Milligan, Chris NAB02
To: Eileen (Spring Coil)
Sent: Wed, 20 Jun 2007 1:38 pm
Subject: FW: Moving of remaining items, stock, and trash

Eileen -- Please call me regarding Spring Coil's new location, phone numbers, etc.

Attached is an advance copy of a letter being mailed today.

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Friday, June 15, 2007 10:49 AM
To: Eileen (Spring Coil)
Subject: Moving of remaining items, stock, and trash

Eileen --

I spoke to Pete Mannino yesterday. He confirmed that a lot of Spring Coil's personal property has been moved. He also stated that there is a lot of debris/trash both inside and outside of the building. Please be advised that the premises is to be free from trash/debris and broom swept. Please let me know when everything has been removed.

Also, when should I anticipate receipt of the new lease?

Have a great weekend!

Chris

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

AOL now offers free email to everyone. Find out more about what's free from AOL at AOL.com
<<http://www.aol.com?ncid=AOLAOFO000200000000437>> .

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, June 21, 2007 3:09 PM
To: 'mrsc949@aol.com'
Subject: RE: Moving of remaining items, stock, and trash

Eileen -- Could you open the attachment? Text copied below.

Chris.

June 21, 2007
Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

This is regarding Spring Coil Bedding's permanent relocation in connection with the Cornell-Dublier Electronics Superfund Site in South Plainfield, New Jersey. As you are aware, we had provided a 50% advance payment (\$49,400) for your self-move from 333 Hamilton Boulevard on March 20, 2007. At the time the advance was provided, Spring Coil Bedding indicated they were moving to 28 Sager Place in Hillside, New Jersey.

Since that time, two other locations have been explored for the permanent relocation of Spring Coil Bedding as well as a mention of a possible merger with another company. On June 14th, it was indicated that the majority of Spring Coil's personal property had been moved. We have since inspected the space at the Hamilton Industrial Park and found items remaining both inside and outside, most of which appears to be debris. As advised, the premises are to be free from trash/debris and broom swept prior to release of the remaining 50% self-move payment. If Spring Coil does not remove the remaining items in a timely manner, we will arrange for a professional mover to pack and deliver the remaining items to your new location. We will deduct the amount of the payment for the professional mover from your remaining 50% self-move payment.

Since we have been unable to contact you, it is imperative that you contact Christine Milligan to keep her informed of your progress. There are many outstanding issues in connection with documentation required for your relocation and the anticipated relocation claims. She can be reached at (410) 962-5162; a message may also be left at (888) 867-5215.

- 2 -

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

CF: Pete Mannino, EPA Region II
Spring Coil Bedding, P.O. Box 866, South Plainfield, NJ 07080 Spring Coil Bedding, 333
Hamilton Blvd, South Plainfield, NJ 07080 (via regular mail)

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: mrsc949@aol.com [mailto:mrsc949@aol.com]
Sent: Thursday, June 21, 2007 3:05 PM
To: Milligan, Chris NAB02
Subject: Re: Moving of remaining items, stock, and trash

WE ARE WORKING ON IT. THANKS, EILEEN

-----Original Message-----

From: Milligan, Chris NAB02
To: Eileen (Spring Coil)
Sent: Wed, 20 Jun 2007 1:38 pm
Subject: FW: Moving of remaining items, stock, and trash

Eileen -- Please call me regarding Spring Coil's new location, phone numbers, etc.

Attached is an advance copy of a letter being mailed today.

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Friday, June 15, 2007 10:49 AM
To: Eileen (Spring Coil)
Subject: Moving of remaining items, stock, and trash

Eileen --

I spoke to Pete Mannino yesterday. He confirmed that a lot of Spring Coil's personal property has been moved. He also stated that there is a lot of debris/trash both inside and outside of the building. Please be advised that the premises is to be free from trash/debris and broom swept. Please let me know when everything has been removed.

Also, when should I anticipate receipt of the new lease?

Have a great weekend!

Chris

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

AOL now offers free email to everyone. Find out more about what's free from AOL at AOL.com
<<http://www.aol.com?ncid=AOLAOFF000200000000437>> .

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, June 28, 2007 9:44 AM
To: Eileen (Spring Coil)
Cc: Pete Mannino
Subject: Contact ASAP

Importance: High

Eileen --

Please contact Steven David with Technology in Motion at 516-381-3487 regarding payment for his services. He left a message here yesterday; I advised he needs to contact you regarding payment.

Also, please give me a call ASAP. I left a message on your answering machine but haven't heard back. I still don't know where you are located, if you have completely vacated Hamilton Industrial Park, if you have a lease, etc.

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, June 28, 2007 9:44 AM
To: Eileen (Spring Coil)
Cc: Pete Mannino
Subject: Contact ASAP

Importance: High

Eileen --

Please contact Steven David with Technology in Motion at 516-381-3487 regarding payment for his services. He left a message here yesterday; I advised he needs to contact you regarding payment.

Also, please give me a call ASAP. I left a message on your answering machine but haven't heard back. I still don't know where you are located, if you have completely vacated Hamilton Industrial Park, if you have a lease, etc.

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Friday, June 29, 2007 1:16 PM
To: 'mrsc949@aol.com'
Subject: RE: Contact ASAP

Eileen -- Do you want me to call your personal cell phone?

If you don't have a lease, where is all of Spring Coil's personal property?

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: mrsc949@aol.com [mailto:mrsc949@aol.com]
Sent: Friday, June 29, 2007 1:10 PM
To: Milligan, Chris NAB02
Subject: Re: Contact ASAP

Need to speak to you about Steven David. The lease is still in the works. Eileen

-----Original Message-----

From: Milligan, Chris NAB02 <Chris.Milligan@nab02.usace.army.mil>
To: Eileen (Spring Coil) <Mrsc949@aol.com>
Cc: Pete Mannino <mannino.pietro@epa.gov>
Sent: Thu, 28 Jun 2007 9:43 am
Subject: Contact ASAP

Eileen --

Please contact Steven David with Technology in Motion at 516-381-3487 regarding payment for his services. He left a message here yesterday; I advised he needs to contact you regarding payment.

Also, please give me a call ASAP. I left a message on your answering machine but haven't heard back. I still don't know where you are located, if you have completely vacated Hamilton Industrial Park, if you have a lease, etc.

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

AOL now offers free email to everyone. Find out more about what's free from AOL at AOL.com
<<http://www.aol.com?ncid=AOLAOFF00020000000437>> .



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

June 21, 2007

Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

This is regarding Spring Coil Bedding's permanent relocation in connection with the Cornell-Dublier Electronics Superfund Site in South Plainfield, New Jersey. As you are aware, we had provided a 50% advance payment (\$49,400) for your self-move from 333 Hamilton Boulevard on March 20, 2007. At the time the advance was provided, Spring Coil Bedding indicated they were moving to 28 Sager Place in Hillside, New Jersey.

Since that time, two other locations have been explored for the permanent relocation of Spring Coil Bedding as well as a mention of a possible merger with another company. On June 14th, it was indicated that the majority of Spring Coil's personal property had been moved. We have since inspected the space at the Hamilton Industrial Park and found items remaining both inside and outside, most of which appears to be debris. As advised, the premises are to be free from trash/debris and broom swept prior to release of the remaining 50% self-move payment. If Spring Coil does not remove the remaining items in a timely manner, we will arrange for a professional mover to pack and deliver the remaining items to your new location. We will deduct the amount of the payment for the professional mover from your remaining 50% self-move payment.

Since we have been unable to contact you, it is imperative that you contact Christine Milligan to keep her informed of your progress. There are many outstanding issues in connection with documentation required for your relocation and the anticipated relocation claims. She can be reached at (410) 962-5162; a message may also be left at (888) 867-5215.

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

A handwritten signature in cursive script, appearing to read "Susan K. Lewis".

Susan K. Lewis
Chief, Real Estate Division

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

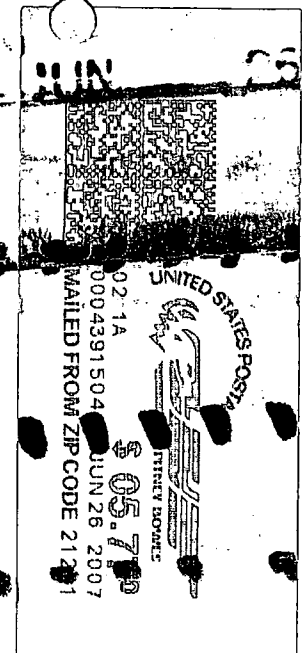
CF: Pete Mannino, EPA Region II
Spring Coil Bedding, P.O. Box 866, South Plainfield, NJ 07080
Spring Coil Bedding, 333 Hamilton Blvd, South Plainfield, NJ 07080 (via regular mail)

R/E

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, BALTIMORE
CORPS OF ENGINEERS

PO BOX 175
BALTIMORE, MARYLAND 21203

OFFICIAL BUSINESS



RETURN RECEIPT
REQUESTED

2007 BALTIMORE MD 212

[Handwritten signature]

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

AN/C

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		<div>A. Signature X<div><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</div></div>	
		B. Received by (Printed Name)	C. Date of Delivery
1. Article Addressed to: <i>M. Tom Salas</i> <i>Spring Valley Building</i> <i>Building No. 1</i> <i>283 H. W. Boulton Rd</i> <i>South Plainfield, N.J. 07080</i>		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7004 2510 0006 6074 1092	
PS Form 3811, February 2004		Domestic Return Receipt 102595-02-M-1540	

10 July 07 MFR: This
letter also sent regular
mail + e-mail. Known
to have received
e-mail
version
cm



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

July 11, 2007

Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

This is regarding Spring Coil Bedding's permanent relocation in connection with the Cornell-Dublier Electronics Superfund Site in South Plainfield, New Jersey. As you are aware, we had provided a 50% advance payment (\$49,400) for your self-move from 333 Hamilton Boulevard on March 20, 2007. At the time the advance was provided, Spring Coil Bedding indicated they were moving to 28 Sager Place in Hillside, New Jersey. Since that time, two other locations have been explored for your permanent relocation as well as a mention of a possible merger with another company.

On June 14th, we were advised that the majority of Spring Coil's personal property had been moved. We subsequently inspected the space at the Hamilton Industrial Park and found items remaining both inside and outside. By letter dated June 21, 2007 (copy enclosed), we advised you that if the premises was not emptied and broom swept in a timely manner we would make arrangements for the removal of all property. In our June 21st letter, we stated that we would arrange for a professional mover to pack and deliver the remaining items to your new location and that we would deduct the amount of the payment for the professional mover from your remaining 50% self-move payment.

As of this date, we have been unable to determine if Spring Coil Bedding has, in fact, reestablished their business. If Spring Coil Bedding has reestablished, we have not been advised of your current location; therefore, we are not able to deliver any remaining property to your new location. **The purpose of this letter is to advise that all personal property (inside and outside) must be removed from the premises no later than July 31, 2007. Any property remaining will be considered to be abandoned and will become the property of the United States Government. At that time, we will make arrangements to have the space emptied and dispose of all items. Any and all costs incurred by the Government in this effort will be deducted from the balance of your self-move payment.**

Since we have been unable to contact you, it is imperative that you contact Christine Milligan upon receipt of this letter. There are many outstanding issues in connection with documentation required for your relocation and the anticipated relocation claims. Mrs. Milligan can be reached at (410) 962-5162; a message may also be left at (888) 867-5215.

Your prompt response and attention to this matter will be greatly appreciated.

Sincerely,

Susan K. Lewis
Acting Chief, Real Estate Division

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CF:

Pete Mannino, EPA Region II

Spring Coil Bedding, P.O. Box 866, South Plainfield, NJ 07080

Spring Coil Bedding, 333 Hamilton Blvd, South Plainfield, NJ 07080 (via regular mail)

Spring Coil Bedding via e-mail at mrsc949@aol.com

MILLIGAN/CENAB-RE-S / CM / 5162

LEWIS/CENAB-RE-S

DOCUMENT: SpringCoil-Move-Now/cornell/milligan/special/share



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

June 21, 2007

Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

This is regarding Spring Coil Bedding's permanent relocation in connection with the Cornell-Dublier Electronics Superfund Site in South Plainfield, New Jersey. As you are aware, we had provided a 50% advance payment (\$49,400) for your self-move from 333 Hamilton Boulevard on March 20, 2007. At the time the advance was provided, Spring Coil Bedding indicated they were moving to 28 Sager Place in Hillside, New Jersey.

Since that time, two other locations have been explored for the permanent relocation of Spring Coil Bedding as well as a mention of a possible merger with another company. On June 14th, it was indicated that the majority of Spring Coil's personal property had been moved. We have since inspected the space at the Hamilton Industrial Park and found items remaining both inside and outside, most of which appears to be debris. As advised, the premises are to be free from trash/debris and broom swept prior to release of the remaining 50% self-move payment. If Spring Coil does not remove the remaining items in a timely manner, we will arrange for a professional mover to pack and deliver the remaining items to your new location. We will deduct the amount of the payment for the professional mover from your remaining 50% self-move payment.

Since we have been unable to contact you, it is imperative that you contact Christine Milligan to keep her informed of your progress. There are many outstanding issues in connection with documentation required for your relocation and the anticipated relocation claims. She can be reached at (410) 962-5162; a message may also be left at (888) 867-5215.

- 2 -

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis
Chief, Real Estate Division

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CF:

Pete Mannino, EPA Region II

Spring Coil Bedding, P.O. Box 866, South Plainfield, NJ 07080

Spring Coil Bedding, 333 Hamilton Blvd, South Plainfield, NJ 07080 (via regular mail)



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

July 11, 2007

Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

This is regarding Spring Coil Bedding's permanent relocation in connection with the Cornell-Dublier Electronics Superfund Site in South Plainfield, New Jersey. As you are aware, we had provided a 50% advance payment (\$49,400) for your self-move from 333 Hamilton Boulevard on March 20, 2007. At the time the advance was provided, Spring Coil Bedding indicated they were moving to 28 Sager Place in Hillside, New Jersey. Since that time, two other locations have been explored for your permanent relocation as well as a mention of a possible merger with another company.

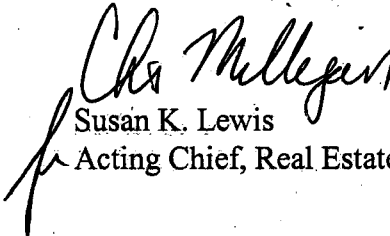
On June 14th, we were advised that the majority of Spring Coil's personal property had been moved. We subsequently inspected the space at the Hamilton Industrial Park and found items remaining both inside and outside. By letter dated June 21, 2007 (copy enclosed), we advised you that if the premises was not emptied and broom swept in a timely manner we would make arrangements for the removal of all property. In our June 21st letter, we stated that we would arrange for a professional mover to pack and deliver the remaining items to your new location and that we would deduct the amount of the payment for the professional mover from your remaining 50% self-move payment.

As of this date, we have been unable to determine if Spring Coil Bedding has, in fact, reestablished their business. If Spring Coil Bedding has reestablished, we have not been advised of your current location; therefore, we are not able to deliver any remaining property to your new location. **The purpose of this letter is to advise that all personal property (inside and outside) must be removed from the premises no later than July 31, 2007. Any property remaining will be considered to be abandoned and will become the property of the United States Government. At that time, we will make arrangements to have the space emptied and dispose of all items. Any and all costs incurred by the Government in this effort will be deducted from the balance of your self-move payment.**

Since we have been unable to contact you, it is imperative that you contact Christine Milligan upon receipt of this letter. There are many outstanding issues in connection with documentation required for your relocation and the anticipated relocation claims. Mrs. Milligan can be reached at (410) 962-5162; a message may also be left at (888) 867-5215.

Your prompt response and attention to this matter will be greatly appreciated.

Sincerely,


Susan K. Lewis
Acting Chief, Real Estate Division

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CF:

Pete Mannino, EPA Region II

Spring Coil Bedding, P.O. Box 866, South Plainfield, NJ 07080

Spring Coil Bedding, 333 Hamilton Blvd, South Plainfield, NJ 07080 (via regular mail)

Spring Coil Bedding via e-mail at mrsc949@aol.com



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

June 21, 2007

Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

This is regarding Spring Coil Bedding's permanent relocation in connection with the Cornell-Dublier Electronics Superfund Site in South Plainfield, New Jersey. As you are aware, we had provided a 50% advance payment (\$49,400) for your self-move from 333 Hamilton Boulevard on March 20, 2007. At the time the advance was provided, Spring Coil Bedding indicated they were moving to 28 Sager Place in Hillside, New Jersey.

Since that time, two other locations have been explored for the permanent relocation of Spring Coil Bedding as well as a mention of a possible merger with another company. On June 14th, it was indicated that the majority of Spring Coil's personal property had been moved. We have since inspected the space at the Hamilton Industrial Park and found items remaining both inside and outside, most of which appears to be debris. As advised, the premises are to be free from trash/debris and broom swept prior to release of the remaining 50% self-move payment. If Spring Coil does not remove the remaining items in a timely manner, we will arrange for a professional mover to pack and deliver the remaining items to your new location. We will deduct the amount of the payment for the professional mover from your remaining 50% self-move payment.

Since we have been unable to contact you, it is imperative that you contact Christine Milligan to keep her informed of your progress. There are many outstanding issues in connection with documentation required for your relocation and the anticipated relocation claims. She can be reached at (410) 962-5162; a message may also be left at (888) 867-5215.

- 2 -

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis
Chief, Real Estate Division

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CF:

Pete Mannino, EPA Region II

Spring Coil Bedding, P.O. Box 866, South Plainfield, NJ 07080

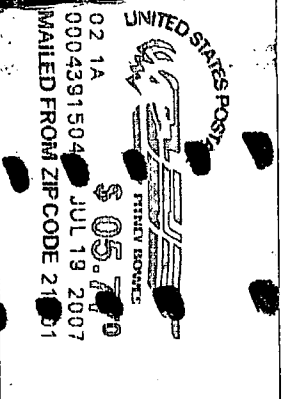
Spring Coil Bedding, 333 Hamilton Blvd, South Plainfield, NJ 07080 (via regular mail)

RE

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, BALTIMORE
CORPS OF ENGINEERS

P.O. BOX 715
BALTIMORE, MARYLAND 21203

OFFICIAL BUSINESS

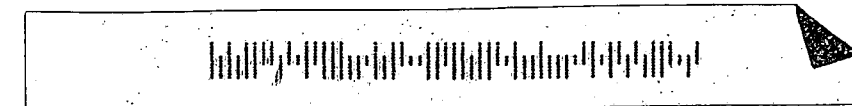


JUL 10 2007 BALTIMORE MD 212
RETURN RECEIPT
REQUESTED

~~Mr. Tom S. [unclear]
[unclear] [unclear]
[unclear] [unclear]
[unclear] [unclear]
[unclear] [unclear]~~

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

ANK



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. T. M. S. 140
Spring Hill Rd.
Building 5
333 N. 1st St.
St. Petersburg, FL 33701

2. Article Number
(Transfer from service label)

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

7004 2510 0006 6074 1184

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Friday, July 13, 2007 10:06 AM
To: 'mrsc949@aol.com'
Subject: FINAL Notice Regarding Property

Importance: High

Eileen -- Please provide the below letter to Tom Salgo ASAP. Also, can you send me his cell phone number?

Thanks, Chris

July 11, 2007
Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

This is regarding Spring Coil Bedding's permanent relocation in connection with the Cornell-Dublier Electronics Superfund Site in South Plainfield, New Jersey. As you are aware, we had provided a 50% advance payment (\$49,400) for your self-move from 333 Hamilton Boulevard on March 20, 2007. At the time the advance was provided, Spring Coil Bedding indicated they were moving to 28 Sager Place in Hillside, New Jersey. Since that time, two other locations have been explored for your permanent relocation as well as a mention of a possible merger with another company.

On June 14th, we were advised that the majority of Spring Coil's personal property had been moved. We subsequently inspected the space at the Hamilton Industrial Park and found items remaining both inside and outside. By letter dated June 21, 2007 (copy enclosed), we advised you that if the premises was not emptied and broom swept in a timely manner we would make arrangements for the removal of all property. In our June 21st letter, we stated that we would arrange for a professional mover to pack and deliver the remaining items to your new location and that we would deduct the amount of the payment for the professional mover from your remaining 50% self-move payment.

As of this date, we have been unable to determine if Spring Coil Bedding has, in fact, reestablished their business. If Spring Coil Bedding has reestablished, we have not been advised of your current location; therefore, we are not able to deliver any remaining property to your new location. The purpose of this letter is to advise that all personal property (inside and outside) must be removed from the premises no later than July 31, 2007. Any property remaining will be considered to be abandoned and will become the property of the United States Government. At that time, we will make arrangements to have the space emptied and dispose of all items. Any and all costs incurred by the Government in this effort will be deducted from the balance of your self-move payment.

Since we have been unable to contact you, it is imperative that you contact Christine Milligan upon receipt of this letter. There are many outstanding issues in connection with documentation required for your relocation and the anticipated relocation claims.

Mrs. Milligan can be reached at (410) 962-5162; a message may also be left at (888) 867-5215.

Your prompt response and attention to this matter will be greatly appreciated.

Sincerely,

Susan K. Lewis
Acting Chief, Real Estate Division

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

CF:

Pete Mannino, EPA Region II
Spring Coil Bedding, P.O. Box 866, South Plainfield, NJ 07080 Spring Coil Bedding, 333
Hamilton Blvd, South Plainfield, NJ 07080 (via regular mail) Spring Coil Bedding via e-
mail at mrsc949@aol.com

Christine Milligan, PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Wednesday, July 18, 2007 9:07 AM
To: 'mrsc949@aol.com'
Subject: Tom's phone number

Importance: High

Eileen -- See below. Can you please call or e-mail me with his number?

Thanks!! Chris

Christine Milligan, PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Friday, July 13, 2007 10:06 AM
To: 'mrsc949@aol.com'
Subject: FINAL Notice Regarding Property
Importance: High

Eileen -- Please provide the below letter to Tom Salgo ASAP. Also, can you send me his cell phone number?

Thanks, Chris

July 11, 2007
Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

This is regarding Spring Coil Bedding's permanent relocation in connection with the Cornell-Dublier Electronics Superfund Site in South Plainfield, New Jersey. As you are aware, we had provided a 50% advance payment (\$49,400) for your self-move from 333 Hamilton Boulevard on March 20, 2007. At the time the advance was provided, Spring Coil Bedding indicated they were moving to 28 Sager Place in Hillside, New Jersey. Since that time, two other locations have been explored for your permanent relocation as well as a mention of a possible merger with another company.

On June 14th, we were advised that the majority of Spring Coil's personal property had been moved. We subsequently inspected the space at the Hamilton Industrial Park and found items remaining both inside and outside. By letter dated June 21, 2007 (copy

enclosed), we advised you that if the premises was not emptied and broom swept in a timely manner we would make arrangements for the removal of all property. In our June 21st letter, we stated that we would arrange for a professional mover to pack and deliver the remaining items to your new location and that we would deduct the amount of the payment for the professional mover from your remaining 50% self-move payment.

As of this date, we have been unable to determine if Spring Coil Bedding has, in fact, reestablished their business. If Spring Coil Bedding has reestablished, we have not been advised of your current location; therefore, we are not able to deliver any remaining property to your new location. The purpose of this letter is to advise that all personal property (inside and outside) must be removed from the premises no later than July 31, 2007. Any property remaining will be considered to be abandoned and will become the property of the United States Government. At that time, we will make arrangements to have the space emptied and dispose of all items. Any and all costs incurred by the Government in this effort will be deducted from the balance of your self-move payment.

Since we have been unable to contact you, it is imperative that you contact Christine Milligan upon receipt of this letter. There are many outstanding issues in connection with documentation required for your relocation and the anticipated relocation claims. Mrs. Milligan can be reached at (410) 962-5162; a message may also be left at (888) 867-5215.

Your prompt response and attention to this matter will be greatly appreciated.

Sincerely,

Susan K. Lewis
Acting Chief, Real Estate Division

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

CF:

Pete Mannino, EPA Region II
Spring Coil Bedding, P.O. Box 866, South Plainfield, NJ 07080 Spring Coil Bedding, 333
Hamilton Blvd, South Plainfield, NJ 07080 (via regular mail) Spring Coil Bedding via e-
mail at mrsc949@aol.com

Christine Milligan, PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Friday, July 13, 2007 10:06 AM
To: 'mrsc949@aol.com'
Subject: FINAL Notice Regarding Property

Importance: High

Eileen -- Please provide the below letter to Tom Salgo ASAP. Also, can you send me his cell phone number?

Thanks, Chris

July 11, 2007
Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

This is regarding Spring Coil Bedding's permanent relocation in connection with the Cornell-Dublier Electronics Superfund Site in South Plainfield, New Jersey. As you are aware, we had provided a 50% advance payment (\$49,400) for your self-move from 333 Hamilton Boulevard on March 20, 2007. At the time the advance was provided, Spring Coil Bedding indicated they were moving to 28 Sager Place in Hillside, New Jersey. Since that time, two other locations have been explored for your permanent relocation as well as a mention of a possible merger with another company.

On June 14th, we were advised that the majority of Spring Coil's personal property had been moved. We subsequently inspected the space at the Hamilton Industrial Park and found items remaining both inside and outside. By letter dated June 21, 2007 (copy enclosed), we advised you that if the premises was not emptied and broom swept in a timely manner we would make arrangements for the removal of all property. In our June 21st letter, we stated that we would arrange for a professional mover to pack and deliver the remaining items to your new location and that we would deduct the amount of the payment for the professional mover from your remaining 50% self-move payment.

As of this date, we have been unable to determine if Spring Coil Bedding has, in fact, reestablished their business. If Spring Coil Bedding has reestablished, we have not been advised of your current location; therefore, we are not able to deliver any remaining property to your new location. The purpose of this letter is to advise that all personal property (inside and outside) must be removed from the premises no later than July 31, 2007. Any property remaining will be considered to be abandoned and will become the property of the United States Government. At that time, we will make arrangements to have the space emptied and dispose of all items. Any and all costs incurred by the Government in this effort will be deducted from the balance of your self-move payment.

Since we have been unable to contact you, it is imperative that you contact Christine Milligan upon receipt of this letter. There are many outstanding issues in connection with documentation required for your relocation and the anticipated relocation claims.

Mrs. Milligan can be reached at (410) 962-5162; a message may also be left at (888) 867-5215.

Your prompt response and attention to this matter will be greatly appreciated.

Sincerely,

Susan K. Lewis
Acting Chief, Real Estate Division

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

CF:

Pete Mannino, EPA Region II
Spring Coil Bedding, P.O. Box 866, South Plainfield, NJ 07080 Spring Coil Bedding, 333
Hamilton Blvd, South Plainfield, NJ 07080 (via regular mail) Spring Coil Bedding via e-
mail at mrsc949@aol.com

Christine Milligan, PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

MEMORANDUM FOR RECORD

SUBJECT: Attempts to Contact Spring Coil Bedding

1. Tried to contact Tom Salgo at 845-791-8763 (had written this down as his cell phone number). Received recorded message indicating "not in service".
2. Tried to contact Jack Jaffa at 718-855-5110 x 116. I had spoken to him a while ago and he indicated he was a partner. When I called today, the voice mail sounded like an attorney's office. I left a voice mail message for him to call me. NOTE: Did internet search...it is a real estate/investment type company.
3. Have 347-439-9181 provided by Pete Mannino. He did not have a name associated with the number (in his voice mail message he said there was a disconnect when the person said his name so all he has is the number). Will wait to see if Jack returns my call before trying this number.
4. **21 AUGUST** - Called 908-791-0411 and received a recording indicating "number temporarily disconnected at the customer's request".
5. Called 347-439-9181. Mr. ____ advised he is not aware of their status and hasn't been involved. He said he knows they have landlord problems, have moved some equipment, and have some stuff remaining in the space. He provided the following phone numbers:
Tom Salgo: 718-388-4843
845-336-6763 - he thinks this is his home number
Yosi Friedman: 646-645-4843 (cell)
6. Called Yosi Friedman at 646-645-4843 and left voice mail message.
7. Called 718-388-4843...woman (with crying baby in background) answered. She advised Tom is not here right now and took a message.
8. **22 AUGUST** - Received a phone call from Eileen (cell: 732-925-1424) and she advised Yosi asked her to call me back. I explained the above to her (see e-mail, this date to Eileen) and she said she really doesn't know what they are doing; she thinks they are operating out of a small space belonging to another company until they can find a new location for a reasonable rate. She is collecting unemployment. I explained that I really need an address and POC. There were personal property items remaining and we need to provide notice that we are getting rid of anything that was left. She stated that the landlord had pad-locked the door but she didn't know why. She said she would call Yosi back and try to get him to get in touch with me; if she doesn't get him by the end of this week, she will call me back.

15 Jan 08 - left VM for Yosi Friedman

18 Jan 08 - left VM @ 10:30

MEMORANDUM FOR RECORD

SUBJECT: Attempts to Contact Spring Coil Bedding

1. Tried to contact Tom Salgo at 845-791-8763 (had written this down as his cell phone number). Received recorded message indicating "not in service".
2. Tried to contact Jack Jaffa at 718-855-5110 x 116. I had spoken to him a while ago and he indicated he was a partner. When I called today, the voice mail sounded like an attorney's office. I left a voice mail message for him to call me. NOTE: Did internet search...it is a real estate/investment type company.
3. Have 347-439-9181 provided by Pete Mannino. He did not have a name associated with the number (in his voice mail message he said there was a disconnect when the person said his name so all he has is the number). Will wait to see if Jack returns my call before trying this number.
4. **21 AUGUST** – Called 908-791-0411 and received a recording indicating "number temporarily disconnected at the customer's request".
5. Called 347-439-9181. Mr. ___ advised he is not aware of their status and hasn't been involved. He said he knows they have landlord problems, have moved some equipment, and have some stuff remaining in the space. He provided the following phone numbers:
Tom Salgo: 718-388-4843
845-336-6763 – he thinks this is his home number
Yosi Friedman: 646-645-4843 (cell)
6. Called Yosi Friedman at 646-645-4843 and left voice mail message.
7. Called 718-388-4843...woman (with crying baby in background) answered. She advised Tom is not here right now and took a message.

MEMORANDUM FOR RECORD

SUBJECT: Attempts to Contact Spring Coil Bedding

1. Tried to contact Tom Salgo at 845-791-0411 (had written this down as his cell phone number). Received recorded message indicating "not in service". (see below)
2. Tried to contact Jack Jaffa at 718-855-5110 x 116. I had spoken to him a while ago and he indicated he was a partner. When I called today, the voice mail sounded like an attorney's office. I left a voice mail message for him to call me.
3. Have 347-439-9181 provided by Pete Mannino. He did not have a name associated with the number (in his voice mail message he said there was a disconnect when the person said his name so all he has is the number). Will wait to see if Jack returns my call before trying this number.

#1 - Correct # = 845-536-8763

21 Aug - 845-536-8763 - not in service

908-791-0411 "Temp disconnected
at customer's request"Called 347-439-9181 - He is not aware of status
hasn't been involvedHe knows they moved stuff
& left stuff & have
landlord problemsU. Friedman
cell:845-336-6763 - Tom Home (?)
718-388-4843

Jack Jaffa & Associates

[Contact Us](#)[Home Page](#)[Company Profile](#)[Contact Us](#)[Our Services](#)[Affiliated Companies](#)[Log In](#)

Jack Jaffa & Associates

Tel. (718) 855-6110

Fax (718) 852-9609

Jack Jaffa - President & Chief Executive Officer Ext. 116
Michael Jaffa - Chief Operating Officer Ext. 118
Robert Fried - Director of ECB & DOH Hearings Ext. 117
David Mattel - Director of HPD Field Operations Ext. 111
Rochelle Baum - Controller Ext. 105
Aliza Trencher - ECB & DOH Hearings Ext. 120
Dassi Afriat - Asst. to Michael Jaffa Ext. 129
Yuri Geylik - MDR/DHCR & PBS Regist. Unit Ext. 112
Josh Nimeroff - Reopening Case Specialist Ext. 119
Sarah Acoca - Administrative Assistant Ext. 115
Pamela Lewis - ECB Representative Ext. 130
Misha Geylik - DOB Research & Preparation Ext. 125
Toni Liggieri - Assistant to David Mattel Ext. 113
Sharon Jay - CV-1 Forms Specialist Ext. 132
Shai Sasson - Lead Paint Testing Specialist Ext. 124
Rachel Berger - DOH Representative Ext. 101

Ben Rottenstein Associates

Tel. (718) 855-6110

Fax (718) 797-9684

AJ Sabo - COO, 421-A & ICIP Programs Specialist Ext. 109
Orah Rubel - J-51 Program Specialist Ext. 126
Natalie Nisen - J-51 Program Asst. Specialist Ext. 110
Mindy Datik - 421-A, MCI, R.E. Refunds Specialist Ext. 101
Misha Geylik - ICIP Program Asst. Specialist Ext. 125
Rochelle Baum - Controller Ext. 105
Beatrice Martinez - MCI Program Asst. Specialist Ext. 101

Address:

Jack Jaffa & Associates / Ben Rottenstein Associates
56 Willoughby Street - 2nd Floor
Brooklyn, NY 11201

Contact via email

Name:

E-mail:

Tel. Number:

How you found us:

Comments, questions:

Jack Jaffa & Associates

[Our Services](#)[Home Page](#)[Company Profile](#)[Contact Us](#)[Our Services](#)[Affiliated Companies](#)[Log In](#)

New York City's current violations issuance system is extremely intricate. Removing violations from the City's records is a challenging task that demands a combination of exceptional knowledge and expertise. Our service consists of offering a broad and innovative range of customized solutions that result in compliance of the City's Administrative Code and due diligence requirements.

Years of experience in this field have contributed to our success in eliminating, mitigating, correcting and minimizing our clients' financial and administrative responsibilities relating to violation matters. Our insights into understanding legal accountability, our emphasis on careful gathering of information and analysis, and our strategic network of alliances consistently lead to favorable results. Thus, our clients rely on us to constrain their violation liabilities and to generate solid and effective means for cost management goals.

To help our clients achieve their objectives, our firm specializes in:

- Researching and obtaining all existing copies of issued violation notices;
- Preparing all necessary documents and required affidavits for dismissal of violations;
- Representing our clients interests at Administrative hearings;
- Scheduling of inspections and meeting departmental inspectors;
- Expediting the removal of violations from records
- Providing general advice in order to avoid reissuance of violations.

Upon clients' authorization, we act as designated representatives at Environmental Control Board and other agency hearings. In addition, we regularly liaise with the Department of Housing Preservation and Development (HPD), request expedition of inspection dates and HPD dismissals; we conduct pre-inspections and direct HPD inspectors in their examinations of the premises.

Our seasoned team of well trained consultants is always ready to guide our clients faced with the challenges of removing violations issued or enforced by various agencies such as:

- o Department of Buildings
- o Environmental Control Board
- o Department of Health
- o Fire Department
- o Department of Sanitation
- o Department of Transportation
- o HPD
- o Department of Environmental Protection
- o Criminal Court, et al.

[Home Page](#) ~ [Our Services](#) ~ [Company Profile](#) ~ [Affiliated Companies](#) ~ [Contact Us](#) ~ [Log In](#)
Copyright ©2000-2007 JackJaffa.com, Inc. ~ Development by END Team

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Wednesday, August 22, 2007 12:40 PM
To: Eileen (Spring Coil)
Subject: Spring Coil

Eileen --

Thanks for the call this morning.

I have been trying to contact anyone and everyone in connection with Spring Coil Bedding.

The main phone number I had (908-791-0411) is indicating "disconnected temporarily at the request of the customer". The cell phone number I had for Tom Salgo (845-536-8763) is indicating "no longer in service".

I had two other phone numbers....one for Jack Jaffa (718-855-5110 x116) and one for _____ (I have no idea what his name is) which is 347-439-9181. I left a message for Jack Jaffa and when I called the other number, he provided me with additional numbers for Tom Salgo and Yosi Friedman.

I called both Tom (at 718-388-4843) and Yosi (at 646-645-4843) yesterday and left messages at both numbers.

I haven't been able to reach anyone since June regarding Spring Coil Bedding. All letters that I have sent (both to 333 Hamilton and to the PO Box) have been marked "return to sender...no forwarding address".

If you can provide me with an address for Spring Coil or somebody associated with Spring Coil, that would be great. We need to find out where they are, are they operating, what about the stuff they left at Hamilton Blvd, etc.

Thanks again, Chris

Christine Milligan, PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Friday, January 18, 2008 10:32 AM
To: Eileen (Spring Coil)
Subject: Spring Coil?

Eileen -- First.....Happy New Year! I hope all is going well with you and you aren't snowed in :-)

Again, you are my last hope.

I have left several messages for Yosi Friedman to call me back. I am in need of an address for Spring Coil or anybody in connection with Spring Coil.

Would you happen to have an address for Mr. Friedman?

Thanks, Chris

Christine Milligan, PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

25 Jan 08 - left VM for Yosi Friedman
(646-645-4843) at 2:05pm CM

7 Feb 08 - left VM for Yosi Friedman at 8:10am

Also left VM for Eileen at 732-925-1424
left 962-5162 & 888-867-5215 on both messages
CM

19 Feb 08 - left VM for Yosi Friedman at 2:35pm. Have
both #'s & call. Requested address for
Spring Coil. CM



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

February 21, 2008

Real Estate Division
Special Projects Support Branch

Spring Coil Bedding
26 Olympia Lane
Monsey, New York 10952

To Whom It May Concern:

This is regarding the permanent relocation of Spring Coil Bedding for the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey.

As you are aware, Spring Coil Bedding has until March 21, 2008 to complete all necessary actions in connection with their relocation. Spring Coil Bedding has until September 30, 2008 to complete and submit any claim forms in connection with their permanent relocation.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manger
Real Estate Division

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CF: Pete Mannino, EPA Region II

CM 2-21
MILLIGAN/CENAB-RE-S/ CM / 5162
LEWIS/CENAB-RE-S

DOCUMENT: SpringCoil-Cut-Off-Date/cornell/milligan/special/share

MFR: Letter mailed both Certified Mail and Regular Mail.



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

February 21, 2008

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
Spring Coil Bedding
26 Olympia Lane
Monsey, New York 10952

Dear Mr. Friedman:

This is regarding the permanent relocation of Spring Coil Bedding for the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey.

As you are aware, Spring Coil Bedding has until March 21, 2008 to complete all necessary actions in connection with their relocation. Spring Coil Bedding has until September 30, 2008 to complete and submit any claim forms in connection with their permanent relocation.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CF: Pete Mannino, EPA Region II

MILLIGAN/CENAB-RE-S/ CM / 5162
LEWIS/CENAB-RE-S

DOCUMENT: SpringCoil-Cut-Off-Date-2/cornell/milligan/special/share

MFR: Letter mailed both Certified Mail and Regular Mail.

Milligan, Chris NAB02

From: mrsc949@aol.com
Sent: Tuesday, March 18, 2008 11:42 AM
To: Milligan, Chris NAB02

Hi chris,

Please call me today Tuesday. 732-969-0018 Important. Thanks, Eileen & Yosi

Supercharge your AIM. Get the AIM toolbar <<http://download.aim.com/client/aimtoolbar?NCID=aolcmp00300000002586>> for your browser.

Spoke to Eileen

732-925-1424

*will send another
form to Yosi*

CM

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, March 20, 2008 8:14 AM
To: Lewis, Susan K NAB02
Subject: FW: Spring Coil/Bldg 1 relocation and removal costs

Attachments: Spring Coil Disposal Costs.xls



Spring Coil Disposal
Costs.xls...

FYI...

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Nejand, Patrick C NAN02
Sent: Thursday, March 20, 2008 8:02 AM
To: Milligan, Chris NAB02; 'Mannino.Pietro@epamail.epa.gov'
Cc: Kolb, Neal F NAN02
Subject: RE: Spring Coil/Bldg 1 relocation and removal costs

Christine,
Yes. I have attached a spreadsheet. The majority of the costs are the prime contractor costs from an allowance bid item and negotiated disposal costs based on an estimated volume.
Thank You.
Patrick

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Thursday, March 20, 2008 7:29 AM
To: Nejand, Patrick C NAN02; 'Mannino.Pietro@epamail.epa.gov'
Cc: Kolb, Neal F NAN02
Subject: RE: Spring Coil/Bldg 1 relocation and removal costs

Patrick --

Do you have back-up documentation to support this number (just in case)?

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Nejand, Patrick C NAN02
Sent: Wednesday, March 19, 2008 11:24 AM
To: Milligan, Chris NAB02; 'Mannino.Pietro@epamail.epa.gov'
Cc: Kolb, Neal F NAN02

Subject: Spring Coil/Bldg 1 relocation and removal costs

Chris/Pete,

The government incurred approximately a total cost of \$19,733.62 for relocation of debris/equipment/products, quality control activities and subsequent disposal of the same from Building 1 at the former Spring Coil Bedding facility. Thank You.

Patrick

Bldg 1 Spring Coil relocation, removal, disposal and misc. costs		
5/24/2007	Debris relocation/removal	\$595.38
5/25/2007	Debris relocation/removal	\$311.39
7/25/2007	Debris relocation/removal	\$2,456.84
7/26/2007	Debris relocation/removal	\$2,456.84
7/27/2007	Debris relocation/removal	\$446.98
9/4/2007	Debris relocation/removal	\$1,140.11
9/5/2007	Debris relocation/removal	\$1,991.90
9/10/2007	Debris relocation/removal	\$313.18
	Disposal costs (50 tons@\$196.42)	\$9,821.00
	Quality Control/Quality Assurance & Air Monitoring	\$200.00
	Sum of Costs	\$19,733.62



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

March 21, 2008

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
Spring Coil Bedding
26 Olympia Lane
Monsey, New York 10952

Dear Mr. Friedman:

This is regarding the permanent relocation of Spring Coil Bedding for the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey.

As you are aware, Spring Coil Bedding had until March 21, 2008 to complete any necessary actions and has until September 30, 2008 to complete and submit any claim forms in connection with their permanent relocation. As discussed with Eileen, enclosed is an additional claim form and postage-paid return envelope. Please complete all highlighted areas on the form and return it to this office in the envelope provided.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosures

cm
MILLIGAN/CENAB-RE-S/ CM / 5162
LEWIS/CENAB-RE-S

DOCUMENT: SpringCoil-Final-Form/cornell/milligan/special/share

**Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations**

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

AGENCY NAME **PROJECT NAME** **TRACT NUMBER**

NAME UNDER WHICH **NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING**
CLAIMANT CONDUCTS OPERATIONS: **CLAIM ON BEHALF OF CLAIMANT:**

Address From Which Claimant Moved:	Address To Which Claimant Moved:
Date First Occupied Property:	Date Move Started:
	Date Move Completed:

TYPE OF OPERATION: ☐ Business ☐ Nonprofit Organization ☐ Farm Operation
TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Nonprofit Organization
IS THIS A FINAL CLAIM? ☐ YES ☐ NO (If "No", attach an explanation)
DOES CLAIMANT INTEND TO REESTABLISH? ☐ YES ☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$	\$
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$	\$
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$	\$

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____
occupies the property at _____

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm,
or nonprofit organization, hereby certify that all individuals are either United States citizens or
nationals, or are aliens lawfully present in the United States: _____

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with
an ownership interest)

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____
occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United
States.

Signature and Date

Title

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO

DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____

NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: ☐ YES ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$ _____	\$ _____
Number of Months in Storage	_____	_____
Total Storage Costs	\$ _____	\$ _____
Amount Previously Received (if any)	\$ _____	\$ _____

Description of Property Stored (List may be attached): _____

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$ _____	\$ _____
(2) Transportation-consult Agency for allowable rate per mile	\$ _____	\$ _____
(3) Lodging-Dates: Attach receipts)	\$ _____	\$ _____
(4) Fees Paid to Real Estate Broker or Agent	\$ _____	\$ _____
(5) Cost of Meals	\$ _____	\$ _____
(6) Other Expenses-Specify and attach receipts)	\$ _____	\$ _____
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$ _____	\$ _____

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a) Identify Personal Property for Which Payment for Actual Direct Loss is Requested	(b) Fair Market Value for Continued Use at Present Location	(c) Proceeds From Sale	(d) Value Not Recovered By Sale (b) minus (c)	(e) Estimated Cost of Moving Old Property - Agency enter	(f) Amount Claimed (Lesser of (d) or (e))	(g) For Agency Use Only
		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

PART 2	(a) Identify Substitute Property for Which Payment is Requested	(b) Actual Cost of Substitute Property Delivered and Installed at New Location	(c) Proceeds From Sale or Trade-In of Property That Was Replaced	(d) Net Cost of Substitute Personal Property (b) minus (c)	(e) For Agency Use Only
		\$ _____	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____	\$ _____
		\$ _____	\$ _____	\$ _____	\$ _____
TOTAL (Add all entries in Parts 1 and 2)					\$ _____
Cost of Effort to Sell Property					\$ _____
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)					\$ _____

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature _____

Date _____

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(s) & DATE:	NAME & TITLE (Type or Print)
---	---

TO BE COMPLETED BY AGENCY:				
Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			

Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations
(48 CFR, 24.301, 24.303, 24.304)

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

AGENCY NAME	PROJECT NAME	TRACT NUMBER
USACE, Baltimore, CHAB-RE-B	Cornell-Dublier Superfund Site	N/A

NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS:	NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING CLAIM ON BEHALF OF CLAIMANT:
SPRING COIL	Item Sales, 333 HAMILTON Blvd S.P. NJ 732-925-1484

Address From Which Claimant Moved: 311 Hamilton Boulevard, South Plainfield, NJ 07080	Address To Which Claimant Moved: 28 SAGER PL. Hillside NJ
Date First Occupied Property: JUNE 2002	Date Move Started: APRIL 15
Date Move Completed:	
TYPE OF OPERATION: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Nonprofit Organization <input type="checkbox"/> Farm Operation	

• TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☒ Corporation ☐ Partnership ☐ Nonprofit Organization

IS THIS A FINAL CLAIM? ☐ YES ☒ NO (If "No", attach an explanation)

DOES CLAIMANT INTEND TO REESTABLISH? ☒ YES ☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$ 98,800	\$ 49,400
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$ 98,800	\$ 49,400
(8) Amount Previously Received (if any)	\$	\$ 0
(9) Amount Requested	\$	\$ 49,400.00

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____.

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States
(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☒ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as Spring Coil occupies the property at 333 Hamilton Blvd S.P.F.D NJ

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations
(49 CFR, 24.301, 24.302, 24.304)

U. S. Army Corps of Engineers

See Page 1 for Privacy Act Statement
before completing this form

AGENCY NAME	PROJECT NAME	TRACT NUMBER
USACE, Baltimore, CENAB-RK-B	Cornell-Publier Superfund Site	N/A

NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS:	NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING CLAIM ON BEHALF OF CLAIMANT:
SPRING COIL	Tom Sager, 333 Hamilton Blvd 732-425-1484 S.P. NJ

Address From Which Claimant Moved: 333 Hamilton Boulevard, South Plainfield, NJ 07080	Address To Which Claimant Moved: 28 SAGER PL. Hillside NJ
Date First Occupied Property: JUNE 2002	Date Move Started: APRIL 15
	Date Move Completed:

TYPE OF OPERATION: ☒ Business ☐ Nonprofit Organization ☐ Farm Operation

TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Nonprofit Organization

IS THIS A FINAL CLAIM? ☐ YES ☒ NO (If "No", attach an explanation)

DOES CLAIMANT INTEND TO REESTABLISH? ☐ YES ☒ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$ 98,800	\$ 49,400
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$ 98,800	\$ 49,400
(8) Amount Previously Received (if any)	\$	\$ 0
(9) Amount Requested	\$	\$ 49,400.00

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____.

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States.
(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____.

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO
 DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____
 NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: ☐ YES ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time - () hours () x hrly earnings rate () (also include time for obtaining permits, attending zoning hearings, negotiating purchase/lease, etc.)	\$	\$
(2) Transportation - conduit Agency for allowable rate per mile	\$	\$
(3) Lodging - Dates: Attach receipts	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses - Specify and attach receipts	\$	\$
(7) TOTAL SEARCHING EXPENSES - Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 3	(b)	(c)	(d)	(e)	(f)	(g)
Identify Personal Property for Which Payment for Actual Direct Loss is Requested	Fair Market Value for Continued Use at Present Location	Proceeds From Sale	Value Not Recovered By Sale (b) minus (c)	Estimated Cost of Moving Old Property - Agency enter	Amount Claimed (Lesser of (d) or (e))	For Agency Use Only
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$

PART 3	(b)	(c)	(d)	(e)	(f)	(g)
Identify Substitute Property for Which Payment is Requested	Actual Cost of Substitute Property Delivered and Installed at New Location	Proceeds From Sale or Trade-in of Property That Was Replaced	Not Cost of Substitute Personal Property (b) minus (c)			For Agency Use Only
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$	\$
Cost of Effort to Sell Property					\$	\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1 - Computation)					\$	\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature _____

Date _____

(1) of 1

EXHIBIT 6-13(a)

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relocating signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Purchase of substitute personal property.
12. Providing utilities from the right-of-way to improvements on replacement site.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Licenses, fees and permits when not paid as part of moving expenses.
6. Advertisement of replacement location.
7. Professional services in connection with purchase or lease of a replacement site.
8. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

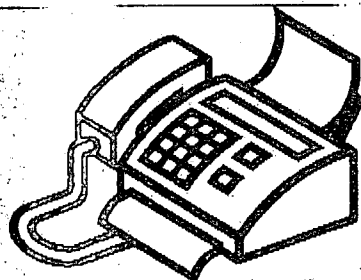
Certification By Claimant(s): I (We) certify that this claim and supporting information is true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(S) & DATE:**NAME & TITLE (Type or Print)**

TAM JES 3/27/2007

TO BE COMPLETED BY AGENCY:

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$ 49,400	<i>Chris Milligan</i>	Chris Milligan	27 Mar 07
Approved	\$			



A facsimile from

Paradise/Spring Coil Mattress Co.

333 Hamilton Blvd.

P.O. Box 866

South Plainfield, NJ 07080

Phone 908-791-0411

Fax 908-791-0477

To:

Chris

Fax number:

410.962.4922

Date:

3/27/07

Regarding:

Moxe

Comments:

*Please call me when
you receive this.*

*Shont
Allen*

Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

AGENCY NAME PROJECT NAME EILCE TRACT NUMBER
if coil BDD'de EMAIL ADD Y SALGO & AOL.COM
NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS: NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING
CLAIM ON BEHALF OF CLAIMANT:

Address From Which Claimant Moved: <u>333 HAMILTON BLVD 7/02</u>	Address To Which Claimant Moved: <u>STILL NEG.</u>
Date First Occupied Property:	Date Move Started: <u>5/07</u>
	Date Move Completed:

TYPE OF OPERATION: ☒ Business ☐ Nonprofit Organization ☐ Farm Operation
TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☒ Corporation ☐ Partnership ☐ Nonprofit Organization
IS THIS A FINAL CLAIM? ☐ YES ☒ NO (If "No", attach an explanation) STILL NEG
DOES CLAIMANT INTEND TO REESTABLISH? ☒ YES ☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$	\$ <u>1,000.00</u>
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$	\$
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$	\$

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States: _____

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Signature and Date 3/28

Title MG

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? [] YES [] NO
 DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____
 NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: [] YES [] NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a) Identify Personal Property for Which Payment for Actual Direct Loss is Requested	(b) Fair Market Value for Continued Use at Present Location	(c) Proceeds From Sale	(d) Value Not Recovered By Sale (b) minus (c)	(e) Estimated Cost of Moving Old Property - Agency enter	(f) Amount Claimed (Lesser of (d) or (e))	(g) For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a) Identify Substitute Property for Which Payment is Requested	(b) Actual Cost of Substitute Property Delivered and Installed at New Location	(c) Proceeds From Sale or Trade-In of Property That Was Replaced	(d) Net Cost of Substitute Personal Property (b) minus (c)	(e) For Agency Use Only
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$
Cost of Effort to Sell Property					\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1- Computation)					\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature

Date

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(s) & DATE: <i>mm</i> 3/28	NAME & TITLE (Type or Print)
---	---

TO BE COMPLETED BY AGENCY:				
Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

September 16, 2008

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
Spring Coil Bedding
26 Olympia Lane
Monsey, New York 10952

Dear Mr. Friedman:

This is regarding the permanent relocation of Spring Coil Bedding for the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey. As you are aware, Spring Coil Bedding had until March 21, 2008 to complete any necessary actions and has until September 30, 2008 to complete and submit any claim forms in connection with their permanent relocation.

Enclosed, for your reference, are copies of our letters dated February 21 and March 21, 2008; also enclosed is the original, incomplete claim form which you signed on March 28th. As previously explained, all claims submitted must be properly completed and documented. The claim form submitted can not be reviewed and processed since it is not complete; therefore, this claim in the amount of \$1,000,000 is hereby denied.

If you wish to appeal this decision, you may do so pursuant to 49 C.F.R. Section 24.10. In order to appeal this decision, you must send a written notice of appeal within sixty (60) days from receipt of this letter to the following address:

Mr. James S. Turkel
Chief, Real Estate Division
U.S. Army Corps of Engineers, Baltimore
ATTN: Real Estate Division
P. O. Box 1715
Baltimore, Maryland 21203-1715

Your letter should clearly state the basis for your appeal. You may request a conference with the reviewing official concerning the appeal, at a mutually agreeable time and place, and you may submit additional information at any time prior to final action on the appeal. The appeal will be considered by the District Commander, reviewed by the Division Commander, and, if action favorable to you cannot be taken, the appeal will be submitted to the Office of the Chief of Engineers for a final administrative action. You will be notified of the decision made at each stage of the appeal proceeding. The final decision will be coordinated with the EPA.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215. Mrs. Milligan is available to provide assistance in completing the form if needed.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,



Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosures

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

February 21, 2008

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
Spring Coil Bedding
26 Olympia Lane
Monsey, New York 10952

Dear Mr. Friedman:

This is regarding the permanent relocation of Spring Coil Bedding for the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey.

As you are aware, Spring Coil Bedding has until March 21, 2008 to complete all necessary actions in connection with their relocation. Spring Coil Bedding has until September 30, 2008 to complete and submit any claim forms in connection with their permanent relocation.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manger
Real Estate Division

CERTIFIED MAIL
RETURN RECEIPT REQUESTED



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

March 21, 2008

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
Spring Coil Bedding
26 Olympia Lane
Monsey, New York 10952

Dear Mr. Friedman:

This is regarding the permanent relocation of Spring Coil Bedding for the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey.

As you are aware, Spring Coil Bedding had until March 21, 2008 to complete any necessary actions and has until September 30, 2008 to complete and submit any claim forms in connection with their permanent relocation. As discussed with Eileen, enclosed is an additional claim form and postage-paid return envelope. Please complete all highlighted areas on the form and return it to this office in the envelope provided.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosures

Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

AGENCY NAME PROJECT NAME EILLEN TRACT NUMBER
SP COIL BDD'dg E MAIL ADD 1 SA260 & AOL.COM
NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS: NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING
CLAIM ON BEHALF OF CLAIMANT:

Address From Which Claimant Moved: <u>333 HAMILTON BLVD 7/02</u>	Address To Which Claimant Moved: <u>STILL NEG.</u>
Date First Occupied Property:	Date Move Started: <u>5/07</u>
	Date Move Completed:

TYPE OF OPERATION: ☒ Business ☐ Nonprofit Organization ☐ Farm Operation
TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☒ Corporation ☐ Partnership ☐ Nonprofit Organization
IS THIS A FINAL CLAIM? ☐ YES ☒ NO (If "No", attach an explanation) STILL NEG
DOES CLAIMANT INTEND TO REESTABLISH? ☒ YES ☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$ <u>1,000.00</u>	\$
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$ <u>1,000.00</u>	\$

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States:

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Signature and Date

Title

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO
 DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____
 NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: ☐ YES ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Identify Personal Property for Which Payment for Actual Direct Loss is Requested	Fair Market Value for Continued Use at Present Location	Proceeds From Sale	Value Not Recovered By Sale (b) minus (c)	Estimated Cost of Moving Old Property - Agency enter	Amount Claimed (Lesser of (d) or (e))	For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a)	(b)	(c)	(d)		(e)
	Identify Substitute Property for Which Payment is Requested	Actual Cost of Substitute Property Delivered and Installed at New Location	Proceeds From Sale or Trade-In of Property That Was Replaced	Net Cost of Substitute Personal Property (b) minus (c)		For Agency Use Only
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$	\$
Cost of Effort to Sell Property					\$	\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)					\$	\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature

Date

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:


1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(S) & DATE:  3/28	NAME & TITLE (Type or Print)
---	---

TO BE COMPLETED BY AGENCY:				
Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			

U.S. Postal Service™

CERTIFIED MAIL™ RECEIPT

(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com®

OFFICIAL USE

Postage

\$

Certified Fee

Return Receipt Fee
(Endorsement Required)

Restricted Delivery Fee
(Endorsement Required)

Total Postage & Fees

\$

Postmark
Here

Sent To

Mr. Yosi Friedman / Spring Coil Bedding

Street, Apt. No.,
or PO Box No.

23 Olympia Lane

City, State, ZIP+4

Morsey New York 10952

7008 0150 0003 3063 4504 5504

RE

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, BALTIMORE
CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MARYLAND 21203

OFFICIAL BUSINESS

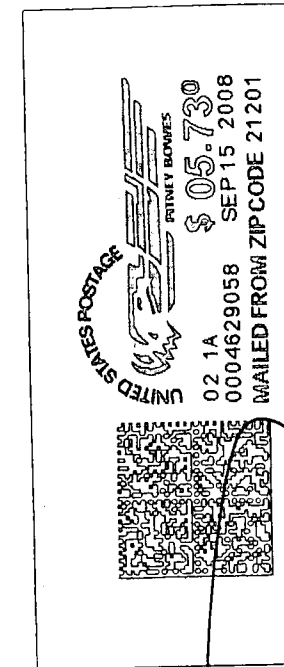


Mr. Yosi Friedman
Spring Coil Bedding
26 Olympia Lane
Monsey, New York 10952

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

9-18
1st Notice
2nd Notice
Return
9/27/06

UNC



26 Olympia Lane

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <input type="checkbox"/> Agent <input type="checkbox"/> Addressee	
1. Article Addressed to: Mr. Yosi Friedman Spring Coil Bedding 26 Olympia Lane Mansey, New York 10952		B. Received by (Printed Name)	C. Date of Delivery
2. Article Number (Transfer from service label)		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
PS Form 3811, February 2004		7008 0150 0003 3063 4055 Domestic Return Receipt 102595-02-M-1540	



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

September 16, 2008

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
Spring Coil Bedding
26 Olympia Lane
Monsey, New York 10952

Dear Mr. Friedman:

This is regarding the permanent relocation of Spring Coil Bedding for the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey. As you are aware, Spring Coil Bedding had until March 21, 2008 to complete any necessary actions and has until September 30, 2008 to complete and submit any claim forms in connection with their permanent relocation.

Enclosed, for your reference, are copies of our letters dated February 21 and March 21, 2008; also enclosed is the original, incomplete claim form which you signed on March 28th. As previously explained, all claims submitted must be properly completed and documented. The claim form submitted can not be reviewed and processed since it is not complete; therefore, this claim in the amount of \$1,000,000 is hereby denied.

If you wish to appeal this decision, you may do so pursuant to 49 C.F.R. Section 24.10. In order to appeal this decision, you must send a written notice of appeal within sixty (60) days from receipt of this letter to the following address:

Mr. James S. Turkel
Chief, Real Estate Division
U.S. Army Corps of Engineers, Baltimore
ATTN: Real Estate Division
P. O. Box 1715
Baltimore, Maryland 21203-1715

- 2 -

Your letter should clearly state the basis for your appeal. You may request a conference with the reviewing official concerning the appeal, at a mutually agreeable time and place, and you may submit additional information at any time prior to final action on the appeal. The appeal will be considered by the District Commander, reviewed by the Division Commander, and, if action favorable to you cannot be taken, the appeal will be submitted to the Office of the Chief of Engineers for a final administrative action. You will be notified of the decision made at each stage of the appeal proceeding. The final decision will be coordinated with the EPA.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215. Mrs. Milligan is available to provide assistance in completing the form if needed.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manger
Real Estate Division

Enclosures

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CF: Pete Mannino, EPA Region II

MILLIGAN/CENAB-RE-S/ CM / 5162

CM 9-12

LEWIS/CENAB-RE-S/

DOCUMENT: SpringCoil-DenyClaim/cornell/milligan/special/share

MFR: Letter sent both certified mail and regular mail. Also e-mailed to "Eileen".



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

February 21, 2008

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
Spring Coil Bedding
26 Olympia Lane
Monsey, New York 10952

Dear Mr. Friedman:

This is regarding the permanent relocation of Spring Coil Bedding for the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey.

As you are aware, Spring Coil Bedding has until March 21, 2008 to complete all necessary actions in connection with their relocation. Spring Coil Bedding has until September 30, 2008 to complete and submit any claim forms in connection with their permanent relocation.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manger
Real Estate Division

CERTIFIED MAIL
RETURN RECEIPT REQUESTED



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

March 21, 2008

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
Spring Coil Bedding
26 Olympia Lane
Monsey, New York 10952

Dear Mr. Friedman:

This is regarding the permanent relocation of Spring Coil Bedding for the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey.

As you are aware, Spring Coil Bedding had until March 21, 2008 to complete any necessary actions and has until September 30, 2008 to complete and submit any claim forms in connection with their permanent relocation. As discussed with Eileen, enclosed is an additional claim form and postage-paid return envelope. Please complete all highlighted areas on the form and return it to this office in the envelope provided.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manger
Real Estate Division

Enclosures

**Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations**

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

AGENCY NAME SP COL BDDING PROJECT NAME EILLEN TRACT NUMBER 5ALGO & AOL. COM
NAME UNDER WHICH E MAIL ADD NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING
CLAIMANT CONDUCTS OPERATIONS: CLAIM ON BEHALF OF CLAIMANT:

Address From Which Claimant Moved: <u>333 HAMILTON BLVD 7/02</u>	Address To Which Claimant Moved: <u>STILL NEG.</u>
Date First Occupied Property:	Date Move Started: <u>5/07</u>
	Date Move Completed:

TYPE OF OPERATION: ☒ Business ☐ Nonprofit Organization ☐ Farm Operation
TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☒ Corporation ☐ Partnership ☐ Nonprofit Organization
IS THIS A FINAL CLAIM? ☐ YES ☒ NO (If "No", attach an explanation) STILL NEG
DOES CLAIMANT INTEND TO REESTABLISH? ☒ YES ☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$	\$ <u>1,000.00</u>
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$	\$
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$	\$

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either **Unincorporated** or **Incorporated**:

☐ **Unincorporated Businesses, Farms, or Nonprofit Organizations:**

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States: _____

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ **Incorporated Businesses, Farms, or Nonprofit Organizations:**

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Signature and Date 3/08

Title MG

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO
DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____
NAME & ADDRESS OF STORAGE COMPANY: _____

ITEM	AMOUNT	FOR AGENCY USE
		ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Determination of Reasonable Amount of Search Expenses:		
ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

[illegible]

PART 2	(b)	(c)	(d)			(e)
Identify Substitute Property for Which Payment is Requested	Actual Cost of Substitute Property Delivered and Installed at New Location	Proceeds From Sale or Trade-In of Property That Was Replaced	Net Cost of Substitute Personal Property (b) minus (c)			For Agency Use Only
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$	\$
Cost of Effort to Sell Property					\$	\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)					\$	\$

Date _____

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(s) & DATE:

NAME & TITLE (Type or Print)

ML 3/28

TO BE COMPLETED BY AGENCY:

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			

**Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations**

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

AGENCY NAME SP COIL BDD'dc PROJECT NAME EILLEN TRACT NUMBER E.M.A.I. AND Y SALGO & AOL.COM
NAME UNDER WHICH NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING
CLAIMANT CONDUCTS OPERATIONS: CLAIM ON BEHALF OF CLAIMANT:

Address From Which Claimant Moved: <u>333 HAMILTON BLVD. 7/02</u>	Address To Which Claimant Moved: <u>STILL NEG.</u>
Date First Occupied Property: <u>7/02</u>	Date Move Started: <u>5/07</u>
Date Move Completed: <u>5/07</u>	

TYPE OF OPERATION: ☒ Business ☐ Nonprofit Organization ☐ Farm Operation
TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☒ Corporation ☐ Partnership ☐ Nonprofit Organization
IS THIS A FINAL CLAIM? ☐ YES ☒ NO (If "No", attach an explanation) STILL NEG
DOES CLAIMANT INTEND TO REESTABLISH? ☒ YES ☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$	\$ <u>1,000.00</u>
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$	\$
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$	\$

1,000.00

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States: _____

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Signature and Date

Title

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? [] YES [] NO

DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____

NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: [] YES [] NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Identify Personal Property for Which Payment for Actual Direct Loss is Requested	Fair Market Value for Continued Use at Present Location	Proceeds From Sale	Value Not Recovered By Sale (b) minus (c)	Estimated Cost of Moving Old Property - Agency enter	Amount Claimed (Lesser of (d) or (e))	For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a)	(b)	(c)	(d)	(e)
	Identify Substitute Property for Which Payment is Requested	Actual Cost of Substitute Property Delivered and Installed at New Location	Proceeds From Sale or Trade-In of Property That Was Replaced	Net Cost of Substitute Personal Property (b) minus (c)	For Agency Use Only
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$
Cost of Effort to Sell Property					\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)					\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature _____

Date 12-3-28

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(S) & DATE:

NAME & TITLE (Type or Print)

mm

3/28

TO BE COMPLETED BY AGENCY:

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Wednesday, September 17, 2008 8:58 AM
To: Eileen (Spring Coil)
Subject: Letter to Yosi Friedman

Importance: High

Eileen -- Please see below letter (I copied the text of the letter into this e-mail so there were no problems opening an attachment). This was sent to Yosi Friedman on 16 September 2008.

-----text below-----

September 16, 2008

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
Spring Coil Bedding
26 Olympia Lane
Monsey, New York 10952

Dear Mr. Friedman:

This is regarding the permanent relocation of Spring Coil Bedding for the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey. As you are aware, Spring Coil Bedding had until March 21, 2008 to complete any necessary actions and has until September 30, 2008 to complete and submit any claim forms in connection with their permanent relocation.

Enclosed, for your reference, are copies of our letters dated February 21 and March 21, 2008; also enclosed is the original, incomplete claim form which you signed on March 28th. As previously explained, all claims submitted must be properly completed and documented. The claim form submitted can not be reviewed and processed since it is not complete; therefore, this claim in the amount of \$1,000,000 is hereby denied.

If you wish to appeal this decision, you may do so pursuant to 49 C.F.R. Section 24.10. In order to appeal this decision, you must send a written notice of appeal within sixty (60) days from receipt of this letter to the following address:

Mr. James S. Turkel
Chief, Real Estate Division
U.S. Army Corps of Engineers, Baltimore
ATTN: Real Estate Division
P. O. Box 1715
Baltimore, Maryland 21203-1715

- 2 -

Your letter should clearly state the basis for your appeal. You may request a conference with the reviewing official concerning the appeal, at a mutually agreeable time and place, and you may submit additional information at any time prior to final action on the appeal. The appeal will be considered by the District Commander, reviewed by the Division Commander, and, if action favorable to you cannot be taken, the appeal will be submitted to the Office of the Chief of Engineers for a final administrative action. You will be notified of the decision made at each stage of the appeal proceeding. The final

decision will be coordinated with the EPA.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215. Mrs. Milligan is available to provide assistance in completing the form if needed.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosures

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

CF: Pete Mannino, EPA Region II

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

FAX TRANSMITTAL PAGE

Page 1 of 7 (including cover)

Date: 7 November 2008

**TO: Yosi Friedman
Spring Coil Bedding**

**FAX Number: 718-388-4843
Phone No.: 646-645-4843**

FROM: Christine Milligan

**Phone No.: (410) 962-5162
(888) 867-5215
FAX No.: (410) 962-4922**

YOSI – The first three pages are the blank form for your completion. I tried to put an arrow in the right hand margin indicating which portions need to be completed. Please note on the bottom of the third page, where you sign, the tax identification number for Spring Coil Bedding is required. If you have any questions regarding completion of the form, please give me a call. Next week (Monday through Wednesday) I will be in Rochester, NY; you can reach me on my cell phone during this time at 410-591-2247. In accordance with our previous letter and conversation, be sure to file your appeal before the cut-off date of 14 November.

The second three pages are the original form completed for the 50% advance.

**U.S. Army Corps of Engineers, Baltimore
ATTN: Real Estate Division
P. O. Box 1715
Baltimore, Maryland 21203-1715**

Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

USAED Baltimore CENABRES Cornell-Sublicer N/A
AGENCY NAME PROJECT NAME TRACT NUMBER

Spring Coil Bedding

NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS: NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING CLAIM ON BEHALF OF CLAIMANT:

Address From Which Claimant Moved:	Address To Which Claimant Moved:
Date First Occupied Property:	Date Move Started:
	Date Move Completed:

TYPE OF OPERATION: ☐ Business ☐ Nonprofit Organization ☐ Farm Operation
TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Nonprofit Organization
IS THIS A FINAL CLAIM? ☐ YES ☐ NO (If "No", attach an explanation)
DOES CLAIMANT INTEND TO REESTABLISH? ☐ YES ☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$	\$
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$	\$
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$	\$

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States:

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Signature and Date

Title

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? [] YES [] NO

DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____

NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: [] YES [] NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached): _____

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Identify Personal Property for Which Payment for Actual Direct Loss is Requested	Fair Market Value for Continued Use at Present Location	Proceeds From Sale	Value Not Recovered By Sale (b) minus (c)	Estimated Cost of Moving Old Property - Agency enter	Amount Claimed (Lesser of (d) or (e))	For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a)	(b)	(c)	(d)		(e)
	Identify Substitute Property for Which Payment is Requested	Actual Cost of Substitute Property Delivered and Installed at New Location	Proceeds From Sale or Trade-In of Property That Was Replaced	Net Cost of Substitute Personal Property (b) minus (c)		For Agency Use Only
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$	\$
Cost of Effort to Sell Property					\$	\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)					\$	\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature _____

Date _____

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(s) & DATE: _____ **NAME & TITLE (Type or Print)** _____

TO BE COMPLETED BY AGENCY: *TAX ID # for Spring Coil Bedding:*

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			

TRANSMISSION VERIFICATION REPORT

TIME : 11/07/2008 11:34
NAME :
FAX : 4109624922
TEL : 4109623000
SER.# : BROF3J490391

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

11/07 11:31
87183884843
00:03:34
08
OK
STANDARD
ECM

TRANSMISSION VERIFICATION REPORT

TIME : 11/07/2008 12:18
NAME :
FAX : 4109624922
TEL : 4109623000
SER.# : BROF3J490391

DATE, TIME
FAX NO./NAME
DURATION
PAGE(S)
RESULT
MODE

11/07 12:14
87183884843
00:03:41
09
OK
STANDARD
ECM

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Wednesday, September 17, 2008 8:58 AM
To: Eileen (Spring Coil)
Subject: Letter to Yosi Friedman

Importance: High

Eileen -- Please see below letter (I copied the text of the letter into this e-mail so there were no problems opening an attachment). This was sent to Yosi Friedman on 16 September 2008.

-----text below-----

September 16, 2008

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
Spring Coil Bedding
26 Olympia Lane
Monsey, New York 10952

Dear Mr. Friedman:

This is regarding the permanent relocation of Spring Coil Bedding for the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey. As you are aware, Spring Coil Bedding had until March 21, 2008 to complete any necessary actions and has until September 30, 2008 to complete and submit any claim forms in connection with their permanent relocation.

Enclosed, for your reference, are copies of our letters dated February 21 and March 21, 2008; also enclosed is the original, incomplete claim form which you signed on March 28th. As previously explained, all claims submitted must be properly completed and documented. The claim form submitted can not be reviewed and processed since it is not complete; therefore, this claim in the amount of \$1,000,000 is hereby denied.

If you wish to appeal this decision, you may do so pursuant to 49 C.F.R. Section 24.10. In order to appeal this decision, you must send a written notice of appeal within sixty (60) days from receipt of this letter to the following address:

Mr. James S. Turkel
Chief, Real Estate Division
U.S. Army Corps of Engineers, Baltimore
ATTN: Real Estate Division
P. O. Box 1715
Baltimore, Maryland 21203-1715

- 2 -

Your letter should clearly state the basis for your appeal. You may request a conference with the reviewing official concerning the appeal, at a mutually agreeable time and place, and you may submit additional information at any time prior to final action on the appeal. The appeal will be considered by the District Commander, reviewed by the Division Commander, and, if action favorable to you cannot be taken, the appeal will be submitted to the Office of the Chief of Engineers for a final administrative action. You will be notified of the decision made at each stage of the appeal proceeding. The final decision will be coordinated with the EPA.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may

also call toll-free and leave a message at (888) 867-5215. Mrs. Milligan is available to provide assistance in completing the form if needed.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosures

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

CF: Pete Mannino, EPA Region II

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

**Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations**

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

USAED Baltimore CENAB-RE-S

Cornell-Dobler
Superfund Site

AGENCY NAME

PROJECT NAME

TRACT NUMBER

646 6454843

SPRING COIL BEDDING

YOSI FRIEDMAN

48 LEE AVE

BROOKLYN NY 11211

NAME UNDER WHICH

NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING

CLAIMANT CONDUCTS OPERATIONS:

CLAIM ON BEHALF OF CLAIMANT:

Address From Which Claimant Moved: 333 HAMILTON BLVD SO. PLAIN, N.J. 07086	Address To Which Claimant Moved: 771 S. 16 ST NEWARK NJ. 07103
Date First Occupied Property:	Date Move Started: 5/07
	Date Move Completed: 1/69

TYPE OF OPERATION: ☐ Business ☐ Nonprofit Organization ☐ Farm Operation
 TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☒ Corporation ☐ Partnership ☐ Nonprofit Organization
 IS THIS A FINAL CLAIM? ☐ YES ☒ NO (If "No", attach an explanation) WE NEED TO FIX THE
 DOES CLAIMANT INTEND TO REESTABLISH? ☒ YES ☐ NO PLACE UP

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$ 98,800	\$ 98,800
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$ -19,734 *
(7) Total Amount Claimed	\$ 98,800	\$
(8) Amount Previously Received (if any)	\$ 49,400	\$ -49,400
(9) Amount Requested	\$ 49,400	\$ 29,666

2,900

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States:

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as SPRING COIL BEDDING occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Yosi Friedman 11/1/07
Signature and Date

SEC.
Title

* See attached 20 March 08 e-mail from Patrick Nejad +
20 Nov 08 letter to Yosi Friedman both RE: \$19,734 deduction

CMM

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO
 DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____
 NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: ☐ YES ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Identify Personal Property for Which Payment for Actual Direct Loss is Requested	Fair Market Value for Continued Use at Present Location	Proceeds From Sale	Value Not Recovered By Sale (b) minus (c)	Estimated Cost of Moving Old Property - Agency enter	Amount Claimed (Lesser of (d) or (e))	For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a)	(b)	(c)	(d)	(e)
	Identify Substitute Property for Which Payment is Requested	Actual Cost of Substitute Property Delivered and Installed at New Location	Proceeds From Sale or Trade-In of Property That Was Replaced	Net Cost of Substitute Personal Property (b) minus (c)	For Agency Use Only
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$
Cost of Effort to Sell Property					\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)					\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature _____ Date 1/11/08

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(s) & DATE:**NAME & TITLE (Type or Print)**
 11/1/08

YOSS, FLEEMAN

TO BE COMPLETED BY AGENCY:

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$29,666	Chris Milligan	Chris Milligan	30 Jan 09
Approved	\$29,666	Edward L. Lewis	EDWARD K. LEWIS	1/30/09



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

November 20, 2008

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
26 Olympia Lane
Monsey, New York 10952

Mr. Yosi Friedman
48 Lee Avenue
Brooklyn, New York 11211

Dear Mr. Friedman:

This is regarding your FAX received on November 14, 2008 in connection with the permanent relocation of Spring Coil Bedding from the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey.

As previously explained, the claim form you submitted for the balance of the move payment requires that the tax identification number for Spring Coil Bedding be provided. Please provide this information as soon as possible so that we may process the \$29,666 payment for the balance due for Spring Coil's self-move payment. The \$29,666 payment has been computed based on the following information:

\$98,800	Total move cost for entire space
<u>\$49,400</u>	50% advance payment provided to Spring Coil Bedding
\$49,400	Balance
<u>-19,734</u>	Costs incurred by the Government to remove and dispose of abandoned property
\$29,666	Amount now approved for payment

Attached for your information and reference are copies of our letters dated June 21 and July 11, 2007 which advised that the above deduction would be made from the balance of Spring Coil's self-move payment.

As you are aware, Spring Coil Bedding had until March 21, 2008 to reestablish and until September 30, 2008 to complete and submit any and all claim forms in connection with the relocation. Based upon the above timeframes and the fact that, as of this date, Spring Coil Bedding has not reestablished, your request for an extension is hereby denied.

If you wish to appeal this decision, you may do so pursuant to 49 C.F.R. Section 24.10. In order to appeal this decision, you must send a written notice of appeal within sixty (60) days from receipt of this letter to the following address:

Mr. James S. Turkel
Chief, Real Estate Division
U.S. Army Corps of Engineers, Baltimore
ATTN: Real Estate Division
P. O. Box 1715
Baltimore, Maryland 21203-1715

Your letter should clearly state the basis for your appeal. You may request a conference with the reviewing official concerning the appeal, at a mutually agreeable time and place, and you may submit additional information at any time prior to final action on the appeal. The appeal will be considered by the District Commander, reviewed by the Division Commander, and, if action favorable to you cannot be taken, the appeal will be submitted to the Office of the Chief of Engineers for a final administrative action. You will be notified of the decision made at each stage of the appeal proceeding. The final decision will be coordinated with the EPA.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosures

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CF: Pete Mannino, EPA Region II

MILLIGAN/CENAB-RE-S/ CM / 5162
LEWIS/CENAB-RE-S

DOCUMENT: SpringCoil-DenyClaim2/cornell/milligan/special/share

MFR: Letter sent both certified mail and regular mail to both addresses shown on 1st page.

Milligan, Chris NAB02

From: Nejand, Patrick C NAN02
Sent: Thursday, March 20, 2008 8:02 AM
To: Milligan, Chris NAB02; 'Mannino.Pietro@epamail.epa.gov'
Cc: Kolb, Neal F NAN02
Subject: RE: Spring Coil/Bldg 1 relocation and removal costs

Attachments: Spring Coil Disposal Costs.xls



Spring Coil Disposal
Costs.xls...

Bldg 1 Spring Coil relocation, removal, disposal and misc. costs		
5/24/2007	Debris relocation/removal	\$595.38
5/25/2007	Debris relocation/removal	\$311.39
7/25/2007	Debris relocation/removal	\$2,456.84
7/26/2007	Debris relocation/removal	\$2,456.84
7/27/2007	Debris relocation/removal	\$446.98
9/4/2007	Debris relocation/removal	\$1,140.11
9/5/2007	Debris relocation/removal	\$1,991.90
9/10/2007	Debris relocation/removal	\$313.18
	Disposal costs (50 tons@\$196.42)	\$9,821.00
	Quality Control/Quality Assurance & Air Monitoring	\$200.00
	Sum of Costs	\$19,733.62

Christine,
Yes. I have attached a spreadsheet. The majority of the costs are the prime contractor costs from an allowance bid item and negotiated disposal costs based on an estimated volume.
Thank You.
Patrick

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Thursday, March 20, 2008 7:29 AM
To: Nejand, Patrick C NAN02; 'Mannino.Pietro@epamail.epa.gov'
Cc: Kolb, Neal F NAN02
Subject: RE: Spring Coil/Bldg 1 relocation and removal costs

Patrick --

Do you have back-up documentation to support this number (just in case)?

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Nejand, Patrick C NAN02
Sent: Wednesday, March 19, 2008 11:24 AM
To: Milligan, Chris NAB02; 'Mannino.Pietro@epamail.epa.gov'
Cc: Kolb, Neal F NAN02
Subject: Spring Coil/Bldg 1 relocation and removal costs

Chris/Pete,
The government incurred approximately a total cost of \$19,733.62 for relocation of debris/equipment/products, quality control activities and subsequent disposal of the same from Building 1 at the former Spring Coil Bedding facility. Thank You.
Patrick

Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

USAED Baltimore CENABRE-S Cornell-Lubric N/A
AGENCY NAME PROJECT NAME TRACT NUMBER (646) 645-4843
Spring Coil Bedding
NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS: NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING CLAIM ON BEHALF OF CLAIMANT:
48 - Lee Ave Bldg NY 11211

Address From Which Claimant Moved: 333 - Hamilton Blvd S. PLD NJ 07080	Address To Which Claimant Moved: 771 S 16th NEWARK NJ 07102
Date First Occupied Property:	Date Move Started: 5/07
	Date Move Completed: 11/09
TYPE OF OPERATION: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Nonprofit Organization <input type="checkbox"/> Farm Operation TYPE OF OWNERSHIP: <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit Organization IS THIS A FINAL CLAIM? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If "No", attach an explanation) DOES CLAIMANT INTEND TO REESTABLISH? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY	USE ONLY
(1) Moving Expenses	\$ 98,800	\$	
(2) Storage Costs	\$	\$	
(3) Reasonable Search Expenses	\$	\$	
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$	
(5) Reestablishment Expenses	\$	\$	
(6) Other (attach explanation)	\$	\$	
(7) Total Amount Claimed	\$ 98,800	\$	
(8) Amount Previously Received (if any)	\$ 49,400	\$	
(9) Amount Requested	\$ 49,400	\$	

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States:

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as Spring Coil Bedding occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

J. M. [Signature] 11/11/08
Signature and Date

Sec 4
Title

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO

DATE MOVED TO STORAGE: _____

DATE MOVED FROM STORAGE: _____

NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: ☐ YES ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached): _____

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a) Identify Personal Property for Which Payment for Actual Direct Loss is Requested	(b) Fair Market Value for Continued Use at Present Location	(c) Proceeds From Sale	(d) Value Not Recovered By Sale (b) minus (c)	(e) Estimated Cost of Moving Old Property - Agency enter	(f) Amount Claimed (Lesser of (d) or (e))	(g) For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a) Identify Substitute Property for Which Payment is Requested	(b) Actual Cost of Substitute Property Delivered and Installed at New Location	(c) Proceeds From Sale or Trade-In of Property That Was Replaced	(d) Net Cost of Substitute Personal Property (b) minus (c)	(e) For Agency Use Only
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$
Cost of Effort to Sell Property					\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)					\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature [Signature]

Date 11/11/08

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(S) & DATE:**NAME & TITLE (Type or Print)**

Jm

11/10/08

Yossi Friedman

TO BE COMPLETED BY AGENCY:

TAX ID # for Spring Hill Bedding

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			

#42-1537949

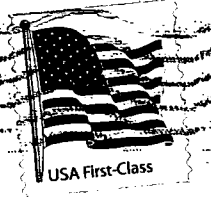
RECEIVED
REAL ESTATE DIVISION

2009 JAN 22 AM 9:37

FRIEDMAN
48 LEE AVE
BROOKLYN NY 11211

BROOKLYN NY 112

15 JAN 2012 PM 3:3



USAED BALTIMORE ATT. LENAB-RE-S MILLIGAN

P.O. Box 1715

BALTIMORE MD 21203-1715

21203-1715



Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

USAED Baltimore CENABRE-S Cornell-Public N/A
AGENCY NAME PROJECT NAME TRACT NUMBER (646) 645-4842
Spring Coil Bedding 4055, Freedom 48 - Lee Ave. Bldg NY 11211
NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS: NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING CLAIM ON BEHALF OF CLAIMANT:

Address From Which Claimant Moved: <u>333 - Hamilton Blvd 2nd Flr NY 07080</u>	Address To Which Claimant Moved: <u>771 S 16th Newark NJ</u>
Date First Occupied Property:	Date Move Started: <u>5/07</u>
	Date Move Completed: <u>1/09</u>
TYPE OF OPERATION: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Nonprofit Organization <input type="checkbox"/> Farm Operation	
TYPE OF OWNERSHIP: <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit Organization	
IS THIS A FINAL CLAIM? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If "No", attach an explanation)	
DOES CLAIMANT INTEND TO REESTABLISH? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY	USE ONLY
(1) Moving Expenses	\$ <u>93,500</u>	\$	
(2) Storage Costs	\$	\$	
(3) Reasonable Search Expenses	\$	\$	
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$	
(5) Reestablishment Expenses	\$	\$	
(6) Other (attach explanation)	\$	\$	
(7) Total Amount Claimed	\$ <u>93,500</u>	\$	
(8) Amount Previously Received (if any)	\$ <u>49,400</u>	\$	
(9) Amount Requested	\$ <u>49,400</u>	\$	

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States:

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as Spring Coil Bedding occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

J. M. [Signature] 11/11/08
Signature and Date

See if
Title

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO
 DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____
 NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: ☐ YES ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

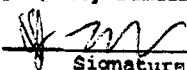
ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a) Identify Personal Property for which Payment for Actual Direct Loss is Requested	(b) Fair Market Value for Continued Use at Present Location	(c) Proceeds From Sale	(d) Value Not Recovered By Sale (b) minus (c)	(e) Estimated Cost of Moving Old Property - Agency enter	(f) Amount Claimed (Lesser of (d) or (e))	(g) For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a) Identify Substitute Property for Which Payment is Requested	(b) Actual Cost of Substitute Property Delivered and Installed at New Location	(c) Proceeds From Sale or Trade-In of Property That Was Replaced	(d) Net Cost of Substitute Personal Property (b) minus (c)	(e) For Agency Use Only
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$
Cost of Effort to Sell Property					\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1- Computation)					\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.


Signature


Date

Commercial Gross Lease

This lease is made between 16 ST property LLC
of NEWARK NJ, herein called Lessor, and
Spring Coil Bedding, of NJ,
herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated at 771 - SOUTH 16 ST NEWARK NJ 0710
in the City of NEWARK
County of ESSEX, State of NEW JERSEY, described as
BLOG AS IS,
specifically:

Part of Building. Specifically, Lessee is leasing the ENTIRE BLOG part of building only.
Shared Facilities. Lessee and Lessee's employees and customers may use the following additional facilities in common with other tenants, employees and customers:
Parking Spaces: _____
Restroom Facilities: _____
Storage Areas: _____
Hallways, Stairways and Elevators: _____
Conference Rooms: _____
Other: _____

1. Term and Rent. Lessor demises the above premises for a term of 3 years, commencing 10/08 OCT
01, 2008, and terminating on 10/01, 2011, or sooner as provided herein at the annual rental
of \$48,000 12 Dollars (\$ 4000 → payable in equal installments in advance on the first day
of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address
specified above. 4,000 monthly

Lessee will pay this rental amount for the entire term of the lease.

Rent will increase each year on the anniversary date of the start of this lease as follows: 3% increase

2. Use. Lessee shall use and occupy the premises for MFG OF Bedding. The premises shall
be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use
the premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous
substance, chemical, thing, or device.

3. Option to Extend.

Option 1. Lessor grants Lessee the option to extend this lease for an additional 3 year(s).
To exercise this option, Lessee must give Lessor written notice of the intent to do so on or before 7/01/11

_____. This option may only be exercised if Lessee is in full compliance with the terms of this lease. The same terms in this lease will apply to any extension of the lease except as follows: _____

_____ **Option 2.** If Option 1 above is exercised, Lessee has the option to extend this lease for an additional _____ year(s) beyond the first option period. To exercise this option, Lessee must give Lessor written notice of the intent to do so on or before _____. This option may only be exercised if Lessee is in full compliance with the terms of this lease. The same terms in this lease will apply to any extension of the lease except as follows: _____

4. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of _____ Dollars (\$ 4,000) as security for the performance of Lessee's obligations under this lease. Lessor will refund the full security deposit to Lessee within 20 days following the end of the lease permitting the premises are in good condition, except for wear and tear, and Lessee has paid Lessor all monies due under this lease. Lessee may deduct any amounts required to restore the premises to good condition and to collect any monies owed to Lessor under the terms of the lease.

5. Improvements and Alterations.

_____ Lessor, at his own expense and prior to the start of the lease term, will make the repairs and improvements listed in Attachment 1 to this contract.

☒ Lessee accepts premises in "as is" condition. Lessor will not make any repairs or improvements prior to the start of the lease term.

Lessee must obtain written consent from Lessor prior to making any alterations or improvements to the premises. Such consent will not be unreasonably withheld by Lessor. Prior to the end of the lease term, Lessee must repair any damage caused by reinstating the premises to its prior condition.

6. Lessor's Representations. Lessor represents that:

- A. At the beginning of the lease term, the premises will be properly zoned for Lessee's stated use and will be in compliance with all applicable laws and regulations.
- B. The premises have not been used for storage or disposal of any toxic or hazardous substances, and Lessor has not received notice from any governmental agency concerning removal of any toxic or hazardous substances from the property.

7. Care and Maintenance of Premises.

- A. Lessor will maintain and make all necessary repairs to: 1) the roof, structural components, exterior walls and interior common walls of the premises; and 2) the plumbing, electrical, ventilating, heating and cooling systems.
- B. Lessor will clean and maintain (including snow removal) the parking areas, yards, common areas and exterior of the premises, including removal of all litter, on a regular basis to keep the premises in an attractive condition.
- C. Lessee will clean and maintain Lessee's portion of the building to keep it in an attractive condition.

8. Utilities. Lessor will pay for the following utilities and services:

☒ Electricity

Other:

be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

15. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on 90 days' written notice served by either Lessor or Lessee on the other party.

16. Disputes.

☒ **Litigation.** If a dispute arises, either party may take the matter to court.

☐ **Mediation and Possible Litigation.** If a dispute arises, the parties will try in good faith to settle the matter through mediation conducted by:

_____ a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

☐ **Mediation and Possible Arbitration.** If a dispute arises, the parties will try in good faith to settle the matter through mediation conducted by:

_____ a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, it will be arbitrated by:

_____ a mediator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. The costs of arbitration, including attorney's fees, will be allocated by the arbitrator. Lessor must only participate in the mediation or arbitration of a dispute if Lessee has paid the rent called for by the lease or has placed any unpaid rent in escrow with an agreed upon mediator or arbitrator.

17. Additional Agreements. Lessor and Lessee additionally agree that: Lessor is NOT resp.

For roof & leaks. Furthermore Lessor is
responsible to fix up property

18. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

19. Notices. All notices must be in writing. Any notice that either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

20. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

22. Counterparts. Any fully signed, identical counterparts of this lease shall be treated as an original.

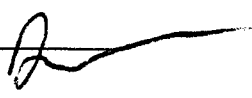
23. Modification. This lease may be modified only by a writing signed by the party against whom a modification is sought to be enforced.

24. Governing Law. This lease will be governed by and construed in accordance with the laws of the state of NEW JERSEY.

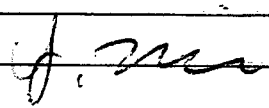
25. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Attachments, if any, have been made a part of this lease before the parties' execution hereof:

Dated: OCT 1ST, 2008

Lessor

Name of Business: 16th ST Prop. LLC
Printed Name: Sixteenth Street Prop. LLC DAVID Lissner
Title: owner
Street Address: 771-S 16th Street
City/State/Zip: Newark NJ 07103 

Lessee

Name of Business: Spring Coil Bedding
Printed Name: Yossi Friedman 
Title: SVP
Street Address: 48 Lee Ave
City/State/Zip: BROOKLYN NY 11211

Guarantor

By signing this lease, I personally guarantee the performance of all financial obligations of Spring Coil Bedding

under the terms of this lease.

Dated: 10/01, 2008

Printed Name: Jessie Friedman

Title: SVP

Street Address: 48 - Lee Ave

City/State/Zip: Brooklyn NY 11211

Dear Christine,

As per our phone conversation we have had huge expenditures in finding a new place, as well as for establishing it to be set up for operations. We would be extremely grateful if you would help us in recouping some of the expenses as well as setting up the place.

Sincerely,

Y. Friedman
Spring Coil Bedding

To whom this may concern:

As per our conversation we are requesting an appeal on your decision. As you know we emptied out the old facilities, but we had great difficulties in finding a new location. However, we have found a new place (enclosed is the new lease). Hopefully by mid to end of January we will be ready to restart our operations at the new location.

Sincerely,

Y. Friedman
Spring Coil Bedding

Start your business off right - pay your taxes the easy way. Pay through the Electronic Federal Tax Payment System (EFTPS). For information, call 1-800-829-3676 and request Publication 966, EFTPS Answers to the Most Commonly Asked Questions.

Please use the label IRS provided when filing tax documents. Use FTD coupons when making FTD payments. If that isn't possible, use your EIN and complete name and address as shown below to identify your account and to avoid delays in processing.

SPRING COIL BEDDING INC
PO BOX 300-625
BROOKLYN NY 11230

If this information isn't correct, please correct it using the bottom part of this notice. Return it to the address shown so we can correct your account.

Note: If you change your corporation to a S corporation, you must file Form 2553, Election by a Small Business Corporation.

Note: If you change your business to a corporation, you may need to file Form 8832, Entity Classification Election. See the form's instructions to determine if you're required to file.

Keep this part for your records.

CP 575 A (Rev. 1-2)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 A

0532805820

Your Telephone Number () Best Time to Call

DATE OF THIS NOTICE: 06-07-2002
EMPLOYER IDENTIFICATION NUMBER: 42-1537949
FORM: SS-4

INTERNAL REVENUE SERVICE
PHILADELPHIA PA 19255

SPRING COIL BEDDING INC
PO BOX 300-625
BROOKLYN NY 11230

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Friday, November 07, 2008 11:42 AM
To: Pete Mannino
Cc: seppi.pat@epamail.epa.gov; Hawkins, Gloria S NAB02
Subject: Cornell - Franz & Spring Coil

Pete -- Just a quick update.....

Franz Cabinet: In the past had tried to send him his check...which was returned...unclaimed (we usually send checks certified mail). I made a copy of the check and sent it regular mail with a note to contact me to receive. He did and check was re-sent...and signed for.

Spring Coil: Sent a letter denying their \$1M claim and received a call from Yosi Friedman. They still want to be paid for the remaining 50% of their move. He has until 16 Nov to file an appeal and receive the payment....less our costs for cleaning-out the junk, of course.

I'll keep you posted on both of these. Have a great weekend.

Chris

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Dear Christine,

As per our phone conversation we have had huge expenditures in finding a new place, as well as for establishing it to be set up for operations. We would be extremely grateful if you would help us in recouping some of the expenses as well as setting up the place.

Sincerely,

Y. Friedman
Spring Coil Bedding

Yosi Friedman

646-645-4843

917-676-3417

To whom this may concern:

As per our conversation we are requesting an appeal on your decision. As you know we emptied out the old facilities, but we had great difficulties in finding a new location. However, we have found a new place (enclosed is the new lease). Hopefully by mid to end of January we will be ready to restart our operations at the new location.

Sincerely,

Y. Friedman
Spring Coil Bedding

Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
Before completing this form

USAED Baltimore CENABRES Cornell-Hubler N/A
AGENCY NAME PROJECT NAME TRACT NUMBER (646) 645-7845
Spring Coil Bedding 48 - Lee Ave Bldg NY 11211
NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS: NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING CLAIM ON BEHALF OF CLAIMANT:

Address From Which Claimant Moved: 333 - HAMILTON BLVD - PLR NJ 07080	Address To Which Claimant Moved: 771 S 162 NEWARK NJ 07102
Date First Occupied Property:	Date Move Started: 5/07
	Date Move Completed: 1/09
TYPE OF OPERATION: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Nonprofit Organization <input type="checkbox"/> Farm Operation	
TYPE OF OWNERSHIP: <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit Organization	
IS THIS A FINAL CLAIM? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If "No", attach an explanation)	
DOES CLAIMANT INTEND TO REESTABLISH? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY	USE ONLY
(1) Moving Expenses	\$ 98,800	\$	
(2) Storage Costs	\$	\$	
(3) Reasonable Search Expenses	\$	\$	
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$	
(5) Reestablishment Expenses	\$	\$	
(6) Other (attach explanation)	\$	\$	
(7) Total Amount Claimed	\$ 98,800	\$	
(8) Amount Previously Received (if any)	\$ 49,400	\$	
(9) Amount Requested	\$ 49,400	\$	

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States:

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as Spring Coil Bedding occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

J. M. R. 11/11/07 Sec if
Signature and Date Title

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? () YES () NO
 DATE MOVED TO STORAGE: DATE MOVED FROM STORAGE:
 NAME & ADDRESS OF STORAGE COMPANY:

Should Payment Be Made Directly to Storage Company: () YES () NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time - # hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1 (a) Identify Personal Property for which Payment for Actual Direct Loss is Requested	(b) Fair Market Value for Continued Use at Present Location	(c) Proceeds From Sale	(d) Value Not Recovered By Sale (b) minus (c)	(e) Estimated Cost of Moving Old Property to Agency later	(f) Amount Claimed (Lesser of (d) or (e))	(g) For Agency Use Only
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$

PART 2 (a) Identify Substitute Property for which Payment is Requested	(b) Actual Cost of Substitute Property Delivered and Installed at New Location	(c) Proceeds From Sale or Trade-In of Property That Was Replaced	(d) Net Cost of Substitute Personal Property (b) minus (c)	(e) For Agency Use Only
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
	\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)				\$
Cost of Effort to Sell Property				\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)				\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature

Date

Commercial Gross Lease

This lease is made between 16 ST property LLC
of NEWARK NJ herein called Lessor, and
Spring Coil Bedding of NJ
herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated at 771 - SOUTH 16 ST NEWARK NJ 07103
in the City of NEWARK
County of ESSEX State of NEW JERSEY described as
BLOK AS IS
specifically:

Part of Building. Specifically, Lessee is leasing the ENTIRE BLOK part of building only.
Shared Facilities. Lessee and Lessee's employees and customers may use the following additional facilities in common with other tenants, employees and customers:
Parking Spaces: _____
Restroom Facilities: _____
Storage Areas: _____
Hallways, Stairways and Elevators: _____
Conference Rooms: _____
Other: _____

1. Term and Rent. Lessor demises the above premises for a term of 3 years, commencing 10/08 OCT
01, 2008, and terminating on 10/01, 2011, or sooner as provided herein at the annual rental
of \$48,000 Dollars (\$ 4000 →) payable in equal installments in advance on the first day
of each month for that month's rental, during the term of this lease. All rental payments shall be made to Lessor, at the address
specified above. 4,000 Monthly

Lessee will pay this rental amount for the entire term of the lease.

Rent will increase each year on the anniversary date of the start of this lease as follows: 3% Increase

2. Use. Lessee shall use and occupy the premises for MFG OF Bedding. The premises shall
be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use
the premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous
substance, chemical, thing, or device.

3. Option to Extend.

Option 1. Lessor grants Lessee the option to extend this lease for an additional 3 year(s).
To exercise this option, Lessee must give Lessor written notice of the intent to do so on or before 7/01/11

19. Notices. All notices must be in writing. Any notice that either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

20. Severability. If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21. Waiver. No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

22. Counterparts. Any fully signed, identical counterparts of this lease shall be treated as an original.

23. Modification. This lease may be modified only by a writing signed by the party against whom a modification is sought to be enforced.

24. Governing Law. This lease will be governed by and construed in accordance with the laws of the state of NEW JERSEY

25. Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Attachments, if any, have been made a part of this lease before the parties' execution hereof:

Dated: OCT 15, 2008

Lessor

Name of Business: 16th ST Prop. LLC
Printed Name: Sixteenth Street Prop. LLC DAVID LICHTMAN
Title: OFFICER
Street Address: 771 - S 16th Street
City/State/Zip: NEWARK NJ 07103

Lessee

Name of Business: SPRING COIL BEDDING
Printed Name: YOSSI FRIEDMAN J. Friedman
Title: SVP
Street Address: 48 Lee Ave
City/State/Zip: BROOKLYN NY 11211

Guarantor

By signing this lease, I personally guarantee the performance of all financial obligations of SPRING COIL BEDDING

_____. This option may only be exercised if Lessee is in full compliance with the terms of this lease. The same terms in this lease will apply to any extension of the lease except as follows: _____

Option 2. If Option 1 above is exercised, Lessee has the option to extend this lease for an additional _____ year(s) beyond the first option period. To exercise this option, Lessee must give Lessor written notice of the intent to do so on or before _____. This option may only be exercised if Lessee is in full compliance with the terms of this lease. The same terms in this lease will apply to any extension of the lease except as follows: _____

4. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of Dollars (\$ 4,000) as security for the performance of Lessee's obligations under this lease. Lessor will refund the full security deposit to Lessee within 20 days following the end of the lease permitting the premises are in good condition, except for wear and tear, and Lessee has paid Lessor all monies due under this lease. Lessee may deduct any amounts required to restore the premises to good condition and to collect any monies owed to Lessor under the terms of the lease.

5. Improvements and Alterations.

_____. Lessor, at his own expense and prior to the start of the lease term, will make the repairs and improvements listed in Attachment 1 to this contract.

☒ Lessee accepts premises in "as is" condition. Lessor will not make any repairs or improvements prior to the start of the lease term.

Lessee must obtain written consent from Lessor prior to making any alterations or improvements to the premises. Such consent will not be unreasonably withheld by Lessor. Prior to the end of the lease term, Lessee must repair any damage caused by reinstating the premises to its prior condition.

6. Lessor's Representations. Lessor represents that:

- A. At the beginning of the lease term, the premises will be properly zoned for Lessee's stated use and will be in compliance with all applicable laws and regulations.
- B. The premises have not been used for storage or disposal of any toxic or hazardous substances, and Lessor has not received notice from any governmental agency concerning removal of any toxic or hazardous substances from the property.

7. Care and Maintenance of Premises.

- A. Lessor will maintain and make all necessary repairs to: 1) the roof, structural components, exterior walls and interior common walls of the premises; and 2) the plumbing, electrical, ventilating, heating and cooling systems.
- B. Lessor will clean and maintain (including snow removal) the parking areas, yards, common areas and exterior of the premises, including removal of all litter, on a regular basis to keep the premises in an attractive condition.
- C. Lessee will clean and maintain Lessee's portion of the building to keep it in an attractive condition.

8. Utilities. Lessor will pay for the following utilities and services:

☒ Electricity

be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

15. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on 90 days' written notice served by either Lessor or Lessee on the other party.

16. Disputes.

☒ **Litigation.** If a dispute arises, either party may take the matter to court.

☐ **Mediation and Possible Litigation.** If a dispute arises, the parties will try in good faith to settle the matter through mediation conducted by:

_____ a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

☐ **Mediation and Possible Arbitration.** If a dispute arises, the parties will try in good faith to settle the matter through mediation conducted by:

_____ a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, it will be arbitrated by:

_____ a mediator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. The costs of arbitration, including attorney's fees, will be allocated by the arbitrator. Lessor must only participate in the mediation or arbitration of a dispute if Lessee has paid the rent called for by the lease or has placed any unpaid rent in escrow with an agreed upon mediator or arbitrator.

17. Additional Agreements. Lessor and Lessee additionally agree that:

LESSOR IS NOT RESP.
FOR ROOF & LEAKS FURTHERMORE LESSOR IS
RESPONSIBLE TO FIX UP PROBLEMS

18. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

under the terms of this lease.

Dated: 10/01 2008

Printed Name: Fossi Friedman

Title: SVP

Street Address: 48 - Lee Av

City/State/Zip: Brooklyn NY 11211



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

November 20, 2008

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
26 Olympia Lane
Monsey, New York 10952

Mr. Yosi Friedman
48 Lee Avenue
Brooklyn, New York 1211

Dear Mr. Friedman:

This is regarding your FAX received on November 14, 2008 in connection with the permanent relocation of Spring Coil Bedding from the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey.

As previously explained, the claim form you submitted for the balance of the move payment requires that the tax identification number for Spring Coil Bedding be provided. Please provide this information as soon as possible so that we may process the \$29,666 payment for the balance due for Spring Coil's self-move payment. The \$29,666 payment has been computed based on the following information:

\$98,800	Total move cost for entire space
<u>\$49,400</u>	50% advance payment provided to Spring Coil Bedding
\$49,400	Balance
<u>-19,734</u>	Costs incurred by the Government to remove and dispose of abandoned property
\$29,666	Amount now approved for payment

Attached for your information and reference are copies of our letters dated June 21 and July 11, 2007 which advised that the above deduction would be made from the balance of Spring Coil's self-move payment.

As you are aware, Spring Coil Bedding had until March 21, 2008 to reestablish and until September 30, 2008 to complete and submit any and all claim forms in connection with the relocation. Based upon the above timeframes and the fact that, as of this date, Spring Coil Bedding has not reestablished, your request for an extension is hereby denied.

If you wish to appeal this decision, you may do so pursuant to 49 C.F.R. Section 24.10. In order to appeal this decision, you must send a written notice of appeal within sixty (60) days from receipt of this letter to the following address:

Mr. James S. Turkel
Chief, Real Estate Division
U.S. Army Corps of Engineers, Baltimore
ATTN: Real Estate Division
P. O. Box 1715
Baltimore, Maryland 21203-1715

Your letter should clearly state the basis for your appeal. You may request a conference with the reviewing official concerning the appeal, at a mutually agreeable time and place, and you may submit additional information at any time prior to final action on the appeal. The appeal will be considered by the District Commander, reviewed by the Division Commander, and, if action favorable to you cannot be taken, the appeal will be submitted to the Office of the Chief of Engineers for a final administrative action. You will be notified of the decision made at each stage of the appeal proceeding. The final decision will be coordinated with the EPA.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosures

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CF: Pete Mannino, EPA Region II

MILLIGAN/CENAB-RE-S/ CM / 5162
LEWIS/CENAB-RE-S/ *SL*

DOCUMENT: SpringCoil-DenyClaim2/cornell/milligan/special/share

MFR: Letter sent both certified mail and regular mail to both addresses shown on 1st page.

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, March 20, 2008 8:14 AM
To: Lewis, Susan K NAB02
Subject: FW: Spring Coil/Bldg 1 relocation and removal costs

Attachments: Spring Coil Disposal Costs.xls



Spring Coil Disposal
Costs.xls...

FYI...

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Nejand, Patrick C NAN02
Sent: Thursday, March 20, 2008 8:02 AM
To: Milligan, Chris NAB02; 'Mannino.Pietro@epamail.epa.gov'
Cc: Kolb, Neal F NAN02
Subject: RE: Spring Coil/Bldg 1 relocation and removal costs

Christine,
Yes. I have attached a spreadsheet. The majority of the costs are the prime contractor costs from an allowance bid item and negotiated disposal costs based on an estimated volume.
Thank You.
Patrick

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Thursday, March 20, 2008 7:29 AM
To: Nejand, Patrick C NAN02; 'Mannino.Pietro@epamail.epa.gov'
Cc: Kolb, Neal F NAN02
Subject: RE: Spring Coil/Bldg 1 relocation and removal costs

Patrick --

Do you have back-up documentation to support this number (just in case)?

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Nejand, Patrick C NAN02
Sent: Wednesday, March 19, 2008 11:24 AM
To: Milligan, Chris NAB02; 'Mannino.Pietro@epamail.epa.gov'
Cc: Kolb, Neal F NAN02

Subject: Spring Coil/Bldg 1 relocation and removal costs

Chris/Pete,

The government incurred approximately a total cost of \$19,733.62 for relocation of debris/equipment/products, quality control activities and subsequent disposal of the same from Building 1 at the former Spring Coil Bedding facility. Thank You.
Patrick

Bldg 1 Spring Coil relocation, removal, disposal and misc. costs		
5/24/2007	Debris relocation/removal	\$595.38
5/25/2007	Debris relocation/removal	\$311.39
7/25/2007	Debris relocation/removal	\$2,456.84
7/26/2007	Debris relocation/removal	\$2,456.84
7/27/2007	Debris relocation/removal	\$446.98
9/4/2007	Debris relocation/removal	\$1,140.11
9/5/2007	Debris relocation/removal	\$1,991.90
9/10/2007	Debris relocation/removal	\$313.18
	Disposal costs (50 tons@\$196.42)	\$9,821.00
	Quality Control/Quality Assurance & Air Monitoring	\$200.00
	Sum of Costs	\$19,733.62

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Wednesday, March 19, 2008 11:29 AM
To: Lewis, Susan K NAB02
Subject: FW: Spring Coil/Bldg 1 relocation and removal costs

Sue -- Haven't discussed with Pete yet. He is probably on his way to Cornell right now.
What do you think of the number below? The 50% balance owed is \$49,400.

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Nejand, Patrick C NAN02
Sent: Wednesday, March 19, 2008 11:24 AM
To: Milligan, Chris NAB02; 'Mannino.Pietro@epamail.epa.gov'
Cc: Kolb, Neal F NAN02
Subject: Spring Coil/Bldg 1 relocation and removal costs

Chris/Pete,
The government incurred approximately a total cost of \$19,733.62 for relocation of debris/equipment/products, quality control activities and subsequent disposal of the same from Building 1 at the former Spring Coil Bedding facility. Thank You.
Patrick

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Monday, November 24, 2008 1:24 PM
To: Yosi Friedman (salgoy@gmail.com)
Subject: Copy of our 20 Nov 08 letter (Spring Coil Bedding)

Attachments: SpringCoil-DenyClaim2.doc

Yosi – Attached is an advance copy of our 20 November letter to you.



SpringCoil-DenyClai
m2.doc (59 ...

Please note that as of today, I have not received the signed, original claim form in the mail. In addition to the signed, original claim form, I also require the tax identification number for Spring Coil Bedding in order to begin processing the move payment.

Please contact me if you have any questions.

Christine Milligan PMP

Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

November 20, 2008

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
26 Olympia Lane
Monsey, New York 10952

Mr. Yosi Friedman
48 Lee Avenue
Brooklyn, New York 11211

Dear Mr. Friedman:

This is regarding your FAX received on November 14, 2008 in connection with the permanent relocation of Spring Coil Bedding from the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey.

As previously explained, the claim form you submitted for the balance of the move payment requires that the tax identification number for Spring Coil Bedding be provided. Please provide this information as soon as possible so that we may process the \$29,666 payment for the balance due for Spring Coil's self-move payment. The \$29,666 payment has been computed based on the following information:

\$98,800	Total move cost for entire space
<u>\$49,400</u>	50% advance payment provided to Spring Coil Bedding
\$49,400	Balance
<u>-19,734</u>	Costs incurred by the Government to remove and dispose of abandoned property
\$29,666	Amount now approved for payment

Attached for your information and reference are copies of our letters dated June 21 and July 11, 2007 which advised that the above deduction would be made from the balance of Spring Coil's self-move payment.

As you are aware, Spring Coil Bedding had until March 21, 2008 to reestablish and until September 30, 2008 to complete and submit any and all claim forms in connection with the relocation. Based upon the above timeframes and the fact that, as of this date, Spring Coil Bedding has not reestablished, your request for an extension is hereby denied.

If you wish to appeal this decision, you may do so pursuant to 49 C.F.R. Section 24.10. In order to appeal this decision, you must send a written notice of appeal within sixty (60) days from receipt of this letter to the following address:

Mr. James S. Turkel
Chief, Real Estate Division
U.S. Army Corps of Engineers, Baltimore
ATTN: Real Estate Division
P. O. Box 1715
Baltimore, Maryland 21203-1715

Your letter should clearly state the basis for your appeal. You may request a conference with the reviewing official concerning the appeal, at a mutually agreeable time and place, and you may submit additional information at any time prior to final action on the appeal. The appeal will be considered by the District Commander, reviewed by the Division Commander, and, if action favorable to you cannot be taken, the appeal will be submitted to the Office of the Chief of Engineers for a final administrative action. You will be notified of the decision made at each stage of the appeal proceeding. The final decision will be coordinated with the EPA.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosures

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CF: Pete Mannino, EPA Region II

MILLIGAN/CENAB-RE-S/ CM / 5162
LEWIS/CENAB-RE-S

DOCUMENT: SpringCoil-DenyClaim2/cornell/milligan/special/share

MFR: Letter sent both certified mail and regular mail to both addresses shown on 1st page.

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Monday, November 24, 2008 1:24 PM
To: Yosi Friedman (salgoy@gmail.com)
Subject: Copy of our 20 Nov 08 letter (Spring Coil Bedding)

Attachments: SpringCoil-DenyClaim2.doc



SpringCoil-DenyClai
m2.doc (59 ...

Yosi -- Attached is an advance copy of our 20 November letter to you.

Please note that as of today, I have not received the signed, original claim form in the mail. In addition to the signed, original claim form, I also require the tax identification number for Spring Coil Bedding in order to begin processing the move payment.

Please contact me if you have any questions.

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

November 20, 2008

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
26 Olympia Lane
Monsey, New York 10952

Mr. Yosi Friedman
48 Lee Avenue
Brooklyn, New York 11211

Dear Mr. Friedman:

This is regarding your FAX received on November 14, 2008 in connection with the permanent relocation of Spring Coil Bedding from the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey.

As previously explained, the claim form you submitted for the balance of the move payment requires that the tax identification number for Spring Coil Bedding be provided. Please provide this information as soon as possible so that we may process the \$29,666 payment for the balance due for Spring Coil's self-move payment. The \$29,666 payment has been computed based on the following information:

\$98,800	Total move cost for entire space
<u>\$49,400</u>	50% advance payment provided to Spring Coil Bedding
\$49,400	Balance
<u>-19,734</u>	Costs incurred by the Government to remove and dispose of abandoned property
\$29,666	Amount now approved for payment

Attached for your information and reference are copies of our letters dated June 21 and July 11, 2007 which advised that the above deduction would be made from the balance of Spring Coil's self-move payment.

As you are aware, Spring Coil Bedding had until March 21, 2008 to reestablish and until September 30, 2008 to complete and submit any and all claim forms in connection with the relocation. Based upon the above timeframes and the fact that, as of this date, Spring Coil Bedding has not reestablished, your request for an extension is hereby denied.

If you wish to appeal this decision, you may do so pursuant to 49 C.F.R. Section 24.10. In order to appeal this decision, you must send a written notice of appeal within sixty (60) days from receipt of this letter to the following address:

Mr. James S. Turkel
Chief, Real Estate Division
U.S. Army Corps of Engineers, Baltimore
ATTN: Real Estate Division
P. O. Box 1715
Baltimore, Maryland 21203-1715

Your letter should clearly state the basis for your appeal. You may request a conference with the reviewing official concerning the appeal, at a mutually agreeable time and place, and you may submit additional information at any time prior to final action on the appeal. The appeal will be considered by the District Commander, reviewed by the Division Commander, and, if action favorable to you cannot be taken, the appeal will be submitted to the Office of the Chief of Engineers for a final administrative action. You will be notified of the decision made at each stage of the appeal proceeding. The final decision will be coordinated with the EPA.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosures

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CF: Pete Mannino, EPA Region II

MILLIGAN/CENAB-RE-S/ CM / 5162
LEWIS/CENAB-RE-S

DOCUMENT: SpringCoil-DenyClaim2/cornell/milligan/special/share

MFR: Letter sent both certified mail and regular mail to both addresses shown on 1st page.

Milligan, Chris NAB02

From: y salgo [salgoy@gmail.com]
Sent: Monday, November 24, 2008 10:44 AM
To: Milligan, Chris NAB02
Subject: Re: Test message

yes

On Mon, Nov 24, 2008 at 10:32 AM, Milligan, Chris NAB02 <Chris.Milligan@usace.army.mil> wrote:

Yosi -- Just checking....is this your correct e-mail address?

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Monday, November 24, 2008 10:48 AM
To: y salgo
Subject: Spring Coil Claim

Yosi --

Sorry for the short message earlier but wanted to be sure I had the correct address before sending lots of information.

I did receive the claim for the balance of Spring Coil's self-move payment and the request for an extension of the timeframe. I prepared a letter (last week) in response.

I am going to attach our response to you to a second e-mail...which I will send in just a few minutes.

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: y salgo [mailto:ysalgoy@gmail.com]
Sent: Monday, November 24, 2008 10:44 AM
To: Milligan, Chris NAB02
Subject: Re: Test message

yes

On Mon, Nov 24, 2008 at 10:32 AM, Milligan, Chris NAB02 <Chris.Milligan@usace.army.mil> wrote:

Yosi -- Just checking....is this your correct e-mail address?

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: y salgo [salgoy@gmail.com]
Sent: Monday, November 24, 2008 10:44 AM
To: Milligan, Chris NAB02
Subject: Re: Test message

yes

On Mon, Nov 24, 2008 at 10:32 AM, Milligan, Chris NAB02 <Chris.Milligan@usace.army.mil> wrote:

Yosi -- Just checking.....is this your correct e-mail address?

Christine Milligan PMP

Realty Specialist

(410) 962-5162

(410) 962-0866 (FAX)

(410) 385-5516 (E-FAX)

(410) 591-2247 (cell)

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Monday, December 01, 2008 2:15 PM
To: Milligan, Chris NAB02; 'y salgo'
Subject: RE: Copy of our 20 Nov 08 letter (Spring Coil Bedding)

Yosi --

I just double checked on our mail...we only received a very small delivery this morning...so it may still come tomorrow. I am guessing the mail we received this morning may actually be from Friday.

I would say, to be on the safe side, please send me another signed original form.

Thanks, Chris

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Monday, December 01, 2008 10:04 AM
To: y salgo
Subject: RE: Copy of our 20 Nov 08 letter (Spring Coil Bedding)

Yosi --

I have not yet received the signed original. We usually get our mail between 10:00-10:30a.m. but today's mail has not arrived yet. I'll see if it is in this morning's mail and let you know. I would say if it is not here later this morning, please mail another signed original form.

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: y salgo [mailto:salgoy@gmail.com]
Sent: Monday, December 01, 2008 9:48 AM
To: Milligan, Chris NAB02
Subject: Re: Copy of our 20 Nov 08 letter (Spring Coil Bedding)

did u got it ?

On Mon, Nov 24, 2008 at 3:57 PM, Milligan, Chris NAB02 <Chris.Milligan@usace.army.mil> wrote:

Let's give them until Wednesday. I'll let you know on Wednesday whether or not they have arrived.

From: y salgo
To: Milligan, Chris NAB02
Sent: Mon Nov 24 12:45:28 2008
Subject: Re: Copy of our 20 Nov 08 letter (Spring Coil Bedding)

I mailed the papers the same day that I faxed them. If you still didn't get them I'll remail them tomorrow. The tax id number is 42-1537949

On Mon, Nov 24, 2008 at 1:23 PM, Milligan, Chris NAB02
<Chris.Milligan@usace.army.mil> wrote:

Yosi -- Attached is an advance copy of our 20 November letter to you.

<<SpringCoil-DenyClaim2.doc>>

Please note that as of today, I have not received the signed, original claim form in the mail. In addition to the signed, original claim form, I also require the tax identification number for Spring Coil Bedding in order to begin processing the move payment.

Please contact me if you have any questions.

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Tuesday, December 09, 2008 1:00 PM
To: y salgo
Subject: RE: Copy of our 20 Nov 08 letter (Spring Coil Bedding)

Yosi --

I have not received either of the forms that were sent in the mail. Here is our mailing address and our street address so you can be sure you have our correct address.

Mailing:
U.S. Army Corps of Engineers
Attn: Real Estate Division (Milligan)
P. O. Box 1715
Baltimore, Maryland 21203-1715

Street (for FedEx):
U.S. Army Corps of Engineers
ATTN: Real Estate Division (Milligan)
City Crescent Building, 7th Floor
10 South Howard Street
Baltimore, Maryland 21201

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: y salgo [mailto:salgoy@gmail.com]
Sent: Tuesday, December 09, 2008 10:30 AM
To: Milligan, Chris NAB02
Subject: Re: Copy of our 20 Nov 08 letter (Spring Coil Bedding)

good moring did u got it ?

On Mon, Dec 1, 2008 at 2:15 PM, Milligan, Chris NAB02 <Chris.Milligan@usace.army.mil> wrote:

Yosi --

I just double checked on our mail...we only received a very small delivery this morning...so it may still come tomorrow. I am guessing the mail we received this morning may actually be from Friday.

I would say, to be on the safe side, please send me another signed original form.

Thanks, Chris

Christine Milligan PMP
Realty Specialist

(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Monday, December 01, 2008 10:04 AM
To: y salgo
Subject: RE: Copy of our 20 Nov 08 letter (Spring Coil Bedding)

Yosi --

I have not yet received the signed original. We usually get our mail between 10:00-10:30a.m. but today's mail has not arrived yet. I'll see if it is in this morning's mail and let you know. I would say if it is not here later this morning, please mail another signed original form.

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: y salgo [mailto:salgoy@gmail.com]
Sent: Monday, December 01, 2008 9:48 AM
To: Milligan, Chris NAB02

Subject: Re: Copy of our 20 Nov 08 letter (Spring Coil Bedding)

did u got it ?

On Mon, Nov 24, 2008 at 3:57 PM, Milligan, Chris NAB02
<Chris.Milligan@usace.army.mil> wrote:

Let's give them until Wednesday. I'll let you know on Wednesday whether or not they have arrived.

Message sent via my BlackBerry Wireless Device

From: y salgo
To: Milligan, Chris NAB02
Sent: Mon Nov 24 12:45:28 2008
Subject: Re: Copy of our 20 Nov 08 letter (Spring Coil Bedding)

I mailed the papers the same day that I faxed them. If you still didn't get them I'll remail them tomorrow. The tax id number is 42-1537949

On Mon, Nov 24, 2008 at 1:23 PM, Milligan, Chris NAB02
<Chris.Milligan@usace.army.mil> wrote:

Yosi -- Attached is an advance copy of our 20 November letter
to you.

<<SpringCoil-DenyClaim2.doc>>

Please note that as of today, I have not received the signed, original claim form in the mail. In addition to the signed, original claim form, I also require the tax identification number for Spring Coil Bedding in order to begin processing the move payment.

Please contact me if you have any questions.

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: y salgo [salgoy@gmail.com]
Sent: Tuesday, December 09, 2008 10:30 AM
To: Milligan, Chris NAB02
Subject: Re: Copy of our 20 Nov 08 letter (Spring Coil Bedding)

good moring did u got it ?

On Mon, Dec 1, 2008 at 2:15 PM, Milligan, Chris NAB02 <Chris.Milligan@usace.army.mil> wrote:

Yosi --

I just double checked on our mail...we only received a very small delivery this morning...so it may still come tomorrow. I am guessing the mail we received this morning may actually be from Friday.

I would say, to be on the safe side, please send me another signed original form.

Thanks, Chris

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Monday, December 01, 2008 10:04 AM
To: y salgo
Subject: RE: Copy of our 20 Nov 08 letter (Spring Coil Bedding)

Yosi --

I have not yet received the signed original. We usually get our mail between 10:00-10:30a.m. but today's mail has not arrived yet. I'll see if it is in this morning's mail and let you know. I would say if it is not here later this morning, please mail another signed original form.

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)

1/21/2009

(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: y salgo [mailto:salgoy@gmail.com]
Sent: Monday, December 01, 2008 9:48 AM
To: Milligan, Chris NAB02
Subject: Re: Copy of our 20 Nov 08 letter (Spring Coil Bedding)

did u got it ?

On Mon, Nov 24, 2008 at 3:57 PM, Milligan, Chris NAB02
<Chris.Milligan@usace.army.mil> wrote:

Let's give them until Wednesday. I'll let you know on Wednesday whether or not they have arrived.

Message sent via my BlackBerry Wireless Device

From: y salgo
To: Milligan, Chris NAB02
Sent: Mon Nov 24 12:45:28 2008
Subject: Re: Copy of our 20 Nov 08 letter (Spring Coil Bedding)

I mailed the papers the same day that I faxed them. If you still didn't get them I'll remail them tomorrow. The tax id number is 42-1537949

On Mon, Nov 24, 2008 at 1:23 PM, Milligan, Chris NAB02
<Chris.Milligan@usace.army.mil> wrote:

Yosi -- Attached is an advance copy of our 20 November letter to you.

<<SpringCoil-DenyClaim2.doc>>

1/21/2009

Please note that as of today, I have not received the signed, original claim form in the mail. In addition to the signed, original claim form, I also require the tax identification number for Spring Coil Bedding in order to begin processing the move payment.

Please contact me if you have any questions.

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, December 11, 2008 9:51 AM
To: y salgo; Ysalgo@aol.com
Subject: Form

Attachments: Form-NonRes-Move.doc

Yosi --

I just received the package you sent overnight mail. Unfortunately, I still only have the first two pages of the three page form. I really need to have the third (signature) page....with an original signature.

Attached is an extra copy of the (blank) form.



Form-NonRes-Move
.doc (106 KB)

Christine Milligan PMP

Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, December 11, 2008 9:51 AM
To: y salgo; Ysalgo@aol.com
Subject: Form

Attachments: Form-NonRes-Move.doc



Form-NonRes-Move
.doc (106 KB)

Yosi --

I just received the package you sent overnight mail. Unfortunately, I still only have the first two pages of the three page form. I really need to have the third (signature) page...with an original signature.

Attached is an extra copy of the (blank) form.

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

**Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations**

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

AGENCY NAME **PROJECT NAME** **TRACT NUMBER**

NAME UNDER WHICH **NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING**
CLAIMANT CONDUCTS OPERATIONS: **CLAIM ON BEHALF OF CLAIMANT:**

Address From Which Claimant Moved:	Address To Which Claimant Moved:
Date First Occupied Property:	Date Move Started:
	Date Move Completed:

TYPE OF OPERATION: ☐ Business ☐ Nonprofit Organization ☐ Farm Operation
TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Nonprofit Organization
IS THIS A FINAL CLAIM? ☐ YES ☐ NO (If "No", attach an explanation)
DOES CLAIMANT INTEND TO REESTABLISH? ☐ YES ☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$	\$
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$	\$
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$	\$

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either **Unincorporated** or **Incorporated**:

☐ **Unincorporated Businesses, Farms, or Nonprofit Organizations:**

The business, nonprofit organization, or farm, commonly known as _____
occupies the property at _____

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm,
or nonprofit organization, hereby certify that all individuals are either United States citizens or
nationals, or are aliens lawfully present in the United States: _____

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with
an ownership interest)

☐ **Incorporated Businesses, Farms, or Nonprofit Organizations:**

The business, nonprofit organization, or farm, commonly known as _____
occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United
States.

Signature and Date

Title

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO
 DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____
 NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: ☐ YES ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Identify Personal Property for Which Payment for Actual Direct Loss is Requested	Fair Market Value for Continued Use at Present Location	Proceeds From Sale	Value Not Recovered By Sale (b) minus (c)	Estimated Cost of Moving Old Property - Agency enter	Amount Claimed (Lesser of (d) or (e))	For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a)	(b)	(c)	(d)		(e)
	Identify Substitute Property for Which Payment is Requested	Actual Cost of Substitute Property Delivered and Installed at New Location	Proceeds From Sale or Trade-In of Property That Was Replaced	Net Cost of Substitute Personal Property (b) minus (c)		For Agency Use Only
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$	\$
Cost of Effort to Sell Property					\$	\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)					\$	\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature _____

Date _____

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(s) & DATE:

NAME & TITLE (Type or Print)

TO BE COMPLETED BY AGENCY:

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, December 11, 2008 9:51 AM
To: y salgo; Ysalgo@aol.com
Subject: Form

Attachments: Form-NonRes-Move.doc



Form-NonRes-Move
.doc (106 KB)

Yosi --

I just received the package you sent overnight mail. Unfortunately, I still only have the first two pages of the three page form. I really need to have the third (signature) page...with an original signature.

Attached is an extra copy of the (blank) form.

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

**Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations**

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

AGENCY NAME **PROJECT NAME** **TRACT NUMBER**

NAME UNDER WHICH **NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING**
CLAIMANT CONDUCTS OPERATIONS: **CLAIM ON BEHALF OF CLAIMANT:**

Address From Which Claimant Moved:	Address To Which Claimant Moved:
Date First Occupied Property:	Date Move Started:
	Date Move Completed:

TYPE OF OPERATION: ☐ Business ☐ Nonprofit Organization ☐ Farm Operation
TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Nonprofit Organization
IS THIS A FINAL CLAIM? ☐ YES ☐ NO (If "No", attach an explanation)
DOES CLAIMANT INTEND TO REESTABLISH? ☐ YES ☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$	\$
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$	\$
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$	\$

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either **Unincorporated** or **Incorporated**:

☐ **Unincorporated Businesses, Farms, or Nonprofit Organizations:**

The business, nonprofit organization, or farm, commonly known as _____
occupies the property at _____

For each **unincorporated** business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm,
or nonprofit organization, hereby certify that all individuals are either United States citizens or
nationals, or are aliens lawfully present in the United States: _____

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with
an ownership interest)

☐ **Incorporated Businesses, Farms, or Nonprofit Organizations:**

The business, nonprofit organization, or farm, commonly known as _____
occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United
States.

Signature and Date

Title

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO
 DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____
 NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: ☐ YES ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Identify Personal Property for Which Payment for Actual Direct Loss is Requested	Fair Market Value for Continued Use at Present Location	Proceeds From Sale	Value Not Recovered By Sale (b) minus (c)	Estimated Cost of Moving Old Property - Agency enter	Amount Claimed (Lesser of (d) or (e))	For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a)	(b)	(c)	(d)		(e)
	Identify Substitute Property for Which Payment is Requested	Actual Cost of Substitute Property Delivered and Installed at New Location	Proceeds From Sale or Trade-In of Property That Was Replaced	Net Cost of Substitute Personal Property (b) minus (c)		For Agency Use Only
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$	\$
Cost of Effort to Sell Property					\$	\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)					\$	\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature _____

Date _____

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(s) & DATE:**NAME & TITLE (Type or Print)****TO BE COMPLETED BY AGENCY:**

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			



771 S 16th St, Newark, NJ 07103

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Thursday, December 11, 2008 9:51 AM
To: y salgo; Ysalgo@aol.com
Subject: Form

Attachments: Form-NonRes-Move.doc



Form-NonRes-Move
.doc (106 KB)

Yosi --

I just received the package you sent overnight mail. Unfortunately, I still only have the first two pages of the three page form. I really need to have the third (signature) page...with an original signature.

Attached is an extra copy of the (blank) form.

Christine Milligan PMP
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

**Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations**

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

AGENCY NAME **PROJECT NAME** **TRACT NUMBER**

NAME UNDER WHICH **NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING**
CLAIMANT CONDUCTS OPERATIONS: **CLAIM ON BEHALF OF CLAIMANT:**

Address From Which Claimant Moved:	Address To Which Claimant Moved:
Date First Occupied Property:	Date Move Started:
	Date Move Completed:

TYPE OF OPERATION: ☐ Business ☐ Nonprofit Organization ☐ Farm Operation
TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Nonprofit Organization
IS THIS A FINAL CLAIM? ☐ YES ☐ NO (If "No", attach an explanation)
DOES CLAIMANT INTEND TO REESTABLISH? ☐ YES ☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$	\$
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$	\$
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$	\$

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____
occupies the property at _____

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm,
or nonprofit organization, hereby certify that all individuals are either United States citizens or
nationals, or are aliens lawfully present in the United States: _____

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with
an ownership interest)

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____
occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United
States.

Signature and Date

Title

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO
 DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____
 NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: ☐ YES ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a) Identify Personal Property for Which Payment for Actual Direct Loss is Requested	(b) Fair Market Value for Continued Use at Present Location	(c) Proceeds From Sale	(d) Value Not Recovered By Sale (b) minus (c)	(e) Estimated Cost of Moving Old Property - Agency enter	(f) Amount Claimed (Lesser of (d) or (e))	(g) For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a) Identify Substitute Property for Which Payment is Requested	(b) Actual Cost of Substitute Property Delivered and Installed at New Location	(c) Proceeds From Sale or Trade-In of Property That Was Replaced	(d) Net Cost of Substitute Personal Property (b) minus (c)	(e) For Agency Use Only
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$
Cost of Effort to Sell Property					\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)					\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature _____

Date _____

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(s) & DATE:

NAME & TITLE (Type or Print)

TO BE COMPLETED BY AGENCY:

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Wednesday, December 31, 2008 9:56 AM
To: Yosi Friedman (salgoy@gmail.com)
Cc: Hawkins, Gloria S NAB02
Subject: Incomplete Claim for Spring Coil Bedding

Importance: High

Attachments: Form-NonRes-Move.doc

Yosi --

As of today, I still have not received the Claim for Actual Reasonable Moving and Related Expenses form with an ORIGINAL SIGNATURE. I have received several copies of the first and second pages....without the third (signature) page. This morning, I received a copy only (not original SIGNATURE) with your initials in the "signature" area on the third page.

I can not proceed to process this claim until I received a complete form (all three pages) with an ORIGINAL SIGNATURE (not initials) on the third page.

I have also received another Certified Mail envelope returned as "unclaimed". The address this was sent to was 48 Lee Avenue, Brooklyn, New York 10952. A copy of this was also sent to 26 Olympia Lane, Monsey, New York 10952. The claim form you submitted provides an address of 771 S. 16th Street, Newark, New Jersey 07103. Please advise which of the above addresses should be used for any future correspondence.

I have attached another blank copy of the Claim for Moving Expenses form. Please print all three pages of the form, complete all three pages, and most importantly, be sure to return the third page with an ORIGINAL SIGNATURE (in blue



Form-NonRes-Move
.doc (106 KB)

ink) to me.

Our mailing address is USAED, Baltimore, ATTN: CENAB-RE-S (Milligan), P.O. Box 1715, Baltimore, MD 21203-1715
Our street address is USAED, Baltimore, ATTN: CENAB-RE-S (Milligan), 7th Floor, 10 South Howard Street, Baltimore, MD 21201

I am out of the office until 20 January 2009. Please complete and return the attached form so that I may process your payment when I return to the office.

Christine Milligan PMP

Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

**Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations**

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

AGENCY NAME **PROJECT NAME** **TRACT NUMBER**

NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS: **NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING CLAIM ON BEHALF OF CLAIMANT:**

Address From Which Claimant Moved:	Address To Which Claimant Moved:
Date First Occupied Property:	Date Move Started:
	Date Move Completed:

TYPE OF OPERATION: ☐ Business ☐ Nonprofit Organization ☐ Farm Operation
TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Nonprofit Organization
IS THIS A FINAL CLAIM? ☐ YES ☐ NO (If "No", attach an explanation)
DOES CLAIMANT INTEND TO REESTABLISH? ☐ YES ☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$	\$
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$	\$
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$	\$

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either **Unincorporated** or **Incorporated**:

☐ **Unincorporated Businesses, Farms, or Nonprofit Organizations:**

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States: _____

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ **Incorporated Businesses, Farms, or Nonprofit Organizations:**

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Signature and Date

Title

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO
 DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____
 NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: ☐ YES ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1 (a) Identify Personal Property for Which Payment for Actual Direct Loss is Requested	(b) Fair Market Value for Continued Use at Present Location	(c) Proceeds From Sale	(d) Value Not Recovered By Sale (b) minus (c)	(e) Estimated Cost of Moving Old Property - Agency enter	(f) Amount Claimed (Lesser of (d) or (e))	(g) For Agency Use Only
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$

PART 2 (a) Identify Substitute Property for Which Payment is Requested	(b) Actual Cost of Substitute Property Delivered and Installed at New Location	(c) Proceeds From Sale or Trade-In of Property That Was Replaced	(d) Net Cost of Substitute Personal Property (b) minus (c)			(e) For Agency Use Only
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
	\$	\$	\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$	\$
Cost of Effort to Sell Property					\$	\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)					\$	\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature _____

Date _____

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(s) & DATE:**NAME & TITLE (Type or Print)****TO BE COMPLETED BY AGENCY:**

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Wednesday, December 31, 2008 9:56 AM
To: Yosi Friedman (salgoy@gmail.com)
Cc: Hawkins, Gloria S NAB02
Subject: Incomplete Claim for Spring Coil Bedding

Importance: High

Attachments: Form-NonRes-Move.doc

Yosi --

As of today, I still have not received the Claim for Actual Reasonable Moving and Related Expenses form with an ORIGINAL SIGNATURE. I have received several copies of the first and second pages....without the third (signature) page. This morning, I received a copy only (not original SIGNATURE) with your initials in the "signature" area on the third page.

I can not proceed to process this claim until I received a complete form (all three pages) with an ORIGINAL SIGNATURE (not initials) on the third page.

I have also received another Certified Mail envelope returned as "unclaimed". The address this was sent to was 48 Lee Avenue, Brooklyn, New York 10952. A copy of this was also sent to 26 Olympia Lane, Monsey, New York 10952. The claim form you submitted provides an address of 771 S. 16th Street, Newark, New Jersey 07103. Please advise which of the above addresses should be used for any future correspondence.

I have attached another blank copy of the Claim for Moving Expenses form. Please print all three pages of the form, complete all three pages, and most importantly, be sure to return the third page with an ORIGINAL SIGNATURE (in blue



Form-NonRes-Move
.doc (106 KB)

ink) to me.

Our mailing address is USAED, Baltimore, ATTN: CENAB-RE-S (Milligan), P.O. Box 1715, Baltimore, MD 21203-1715
Our street address is USAED, Baltimore, ATTN: CENAB-RE-S (Milligan), 7th Floor, 10 South Howard Street, Baltimore, MD 21201

I am out of the office until 20 January 2009. Please complete and return the attached form so that I may process your payment when I return to the office.

Christine Milligan PMP

Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

AGENCY NAME PROJECT NAME TRACT NUMBER

NAME UNDER WHICH CLAIMANT CONDUCTS OPERATIONS: NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING CLAIM ON BEHALF OF CLAIMANT:

Address From Which Claimant Moved:	Address To Which Claimant Moved:
Date First Occupied Property:	Date Move Started:
	Date Move Completed:

TYPE OF OPERATION: ☐ Business ☐ Nonprofit Organization ☐ Farm Operation
TYPE OF OWNERSHIP: ☐ Sole Proprietorship ☐ Corporation ☐ Partnership ☐ Nonprofit Organization
IS THIS A FINAL CLAIM? ☐ YES ☐ NO (If "No", attach an explanation)
DOES CLAIMANT INTEND TO REESTABLISH? ☐ YES ☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$	\$
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$
(7) Total Amount Claimed	\$	\$
(8) Amount Previously Received (if any)	\$	\$
(9) Amount Requested	\$	\$

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either **Unincorporated** or **Incorporated**:

☐ **Unincorporated Businesses, Farms, or Nonprofit Organizations:**

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States: _____

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ **Incorporated Businesses, Farms, or Nonprofit Organizations:**

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Signature and Date

Title

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? [] YES [] NO

DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____

NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: [] YES [] NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a)	(b)	(c)	(d)	(e)	(f)	(g)
	Identify Personal Property for Which Payment for Actual Direct Loss is Requested	Fair Market Value for Continued Use at Present Location	Proceeds From Sale	Value Not Recovered By Sale (b) minus (c)	Estimated Cost of Moving Old Property - Agency enter	Amount Claimed (Lesser of (d) or (e))	For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a)	(b)	(c)	(d)		(e)
	Identify Substitute Property for Which Payment is Requested	Actual Cost of Substitute Property Delivered and Installed at New Location	Proceeds From Sale or Trade-In of Property That Was Replaced	Net Cost of Substitute Personal Property (b) minus (c)		For Agency Use Only
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$	\$
Cost of Effort to Sell Property					\$	\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)					\$	\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature _____

Date _____

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(S) & DATE:**NAME & TITLE (Type or Print)****TO BE COMPLETED BY AGENCY:**

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			

**Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations**

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

USAED Baltimore CENABRES **Cornell-Liblicer** **N/A**
AGENCY NAME **PROJECT NAME** **TRACT NUMBER** (646) 645-4843
Spring Coil Bedding **4055 Freedom** **48 - Lee Ave Balw NY 11211**
NAME UNDER WHICH **NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING**
CLAIMANT CONDUCTS OPERATIONS: **CLAIM ON BEHALF OF CLAIMANT:**

Address From Which Claimant Moved: 333 - Hamilton Blvd 2nd Flr NJ 07080	Address To Which Claimant Moved: 771 5th Newark NJ 07102
Date First Occupied Property:	Date Move Started: 5/07
Date Move Completed: 1/09	
TYPE OF OPERATION: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Nonprofit Organization <input type="checkbox"/> Farm Operation TYPE OF OWNERSHIP: <input type="checkbox"/> Sole Proprietorship <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Nonprofit Organization IS THIS A FINAL CLAIM? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (If "No", attach an explanation) DOES CLAIMANT INTEND TO REESTABLISH? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY	USE ONLY
(1) Moving Expenses	\$ 93,800	\$	
(2) Storage Costs	\$	\$	
(3) Reasonable Search Expenses	\$	\$	
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$	
(5) Reestablishment Expenses	\$	\$	
(6) Other (attach explanation)	\$	\$	
(7) Total Amount Claimed	\$ 93,800	\$	
(8) Amount Previously Received (if any)	\$ 49,400	\$	
(9) Amount Requested	\$ 49,400	\$	

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either Unincorporated or Incorporated:

☐ Unincorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

For each unincorporated business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States:

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ Incorporated Businesses, Farms, or Nonprofit Organizations:

The business, nonprofit organization, or farm, commonly known as Spring Coil Bedding occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

J. [Signature] 11/11/08
Signature and Date

Sec. [Signature]
Title

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? ☐ YES ☐ NO

DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____

NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: ☐ YES ☐ NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a) Identify Personal Property for Which Payment for Actual Direct Loss is Requested	(b) Fair Market Value for Continued Use at Present Location	(c) Proceeds From Sale	(d) Value Not Recovered By Sale (b) minus (c)	(e) Estimated Cost of Moving Old Property - Agency enter	(f) Amount Claimed (Larger of (d) or (e))	(g) For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a) Identify Substitute Property for Which Payment is Requested	(b) Actual Cost of Substitute Property Delivered and Installed at New Location	(c) Proceeds From Sale or Trade-In of Property That Was Replaced	(d) Net Cost of Substitute Personal Property (b) minus (c)	(e) For Agency Use Only
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$
Cost of Effort to Sell Property					\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)					\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.


Signature

11/11/88
Date

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct costs of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(s) & DATE:

NAME & TITLE (Type or Print)

[Signature]

4/11/08

Yossi Friedman

TO BE COMPLETED BY AGENCY:

TAX ID # for Spring Gul Bedding

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$			
Approved	\$			

42-1537949

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Wednesday, December 31, 2008 9:56 AM
To: Yosi Friedman (salgoy@gmail.com)
Cc: Hawkins, Gloria S NAB02
Subject: Incomplete Claim for Spring Coil Bedding

Importance: High

Attachments: Form-NonRes-Move.doc

Yosi --

As of today, I still have not received the Claim for Actual Reasonable Moving and Related Expenses form with an ORIGINAL SIGNATURE. I have received several copies of the first and second pages...without the third (signature) page. This morning, I received a copy only (not original SIGNATURE) with your initials in the "signature" area on the third page.

I can not proceed to process this claim until I received a complete form (all three pages) with an ORIGINAL SIGNATURE (not initials) on the third page.

I have also received another Certified Mail envelope returned as "unclaimed". The address this was sent to was 48 Lee Avenue, Brooklyn, New York 10952. A copy of this was also sent to 26 Olympia Lane, Monsey, New York 10952. The claim form you submitted provides an address of 771 S. 16th Street, Newark, New Jersey 07103. Please advise which of the above addresses should be used for any future correspondence.

I have attached another blank copy of the Claim for Moving Expenses form. Please print all three pages of the form, complete all three pages, and most importantly, be sure to return the third page with an ORIGINAL SIGNATURE (in blue



Form-NonRes-Move
.doc (106 KB)

ink) to me.

Our mailing address is USAED, Baltimore, ATTN: CENAB-RE-S (Milligan), P.O. Box 1715, Baltimore, MD 21203-1715
Our street address is USAED, Baltimore, ATTN: CENAB-RE-S (Milligan), 7th Floor, 10 South Howard Street, Baltimore, MD 21201

I am out of the office until 20 January 2009. Please complete and return the attached form so that I may process your payment when I return to the office.

Christine Milligan PMP

Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

November 20, 2008

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
26 Olympia Lane
Monsey, New York 10952

Mr. Yosi Friedman
48 Lee Avenue
Brooklyn, New York 11211

Dear Mr. Friedman:

This is regarding your FAX received on November 14, 2008 in connection with the permanent relocation of Spring Coil Bedding from the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey.

As previously explained, the claim form you submitted for the balance of the move payment requires that the tax identification number for Spring Coil Bedding be provided. Please provide this information as soon as possible so that we may process the \$29,666 payment for the balance due for Spring Coil's self-move payment. The \$29,666 payment has been computed based on the following information:

\$98,800	Total move cost for entire space
\$49,400	50% advance payment provided to Spring Coil Bedding
\$49,400	Balance
<u>-19,734</u>	Costs incurred by the Government to remove and dispose of abandoned property
\$29,666	Amount now approved for payment

Attached for your information and reference are copies of our letters dated June 21 and July 11, 2007 which advised that the above deduction would be made from the balance of Spring Coil's self-move payment.

As you are aware, Spring Coil Bedding had until March 21, 2008 to reestablish and until September 30, 2008 to complete and submit any and all claim forms in connection with the relocation. Based upon the above timeframes and the fact that, as of this date, Spring Coil Bedding has not reestablished, your request for an extension is hereby denied.

If you wish to appeal this decision, you may do so pursuant to 49 C.F.R. Section 24.10. In order to appeal this decision, you must send a written notice of appeal within sixty (60) days from receipt of this letter to the following address:

Mr. James S. Turkel
Chief, Real Estate Division
U.S. Army Corps of Engineers, Baltimore
ATTN: Real Estate Division
P. O. Box 1715
Baltimore, Maryland 21203-1715

Your letter should clearly state the basis for your appeal. You may request a conference with the reviewing official concerning the appeal, at a mutually agreeable time and place, and you may submit additional information at any time prior to final action on the appeal. The appeal will be considered by the District Commander, reviewed by the Division Commander, and, if action favorable to you cannot be taken, the appeal will be submitted to the Office of the Chief of Engineers for a final administrative action. You will be notified of the decision made at each stage of the appeal proceeding. The final decision will be coordinated with the EPA.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,



Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosures

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

June 21, 2007

Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

This is regarding Spring Coil Bedding's permanent relocation in connection with the Cornell-Dublier Electronics Superfund Site in South Plainfield, New Jersey. As you are aware, we had provided a 50% advance payment (\$49,400) for your self-move from 333 Hamilton Boulevard on March 20, 2007. At the time the advance was provided, Spring Coil Bedding indicated they were moving to 28 Sager Place in Hillside, New Jersey.

Since that time, two other locations have been explored for the permanent relocation of Spring Coil Bedding as well as a mention of a possible merger with another company. On June 14th, it was indicated that the majority of Spring Coil's personal property had been moved. We have since inspected the space at the Hamilton Industrial Park and found items remaining both inside and outside, most of which appears to be debris. As advised, the premises are to be free from trash/debris and broom swept prior to release of the remaining 50% self-move payment. If Spring Coil does not remove the remaining items in a timely manner, we will arrange for a professional mover to pack and deliver the remaining items to your new location. We will deduct the amount of the payment for the professional mover from your remaining 50% self-move payment.

Since we have been unable to contact you, it is imperative that you contact Christine Milligan to keep her informed of your progress. There are many outstanding issues in connection with documentation required for your relocation and the anticipated relocation claims. She can be reached at (410) 962-5162; a message may also be left at (888) 867-5215.

- 2 -

Your cooperation throughout this process will be greatly appreciated.

Sincerely,

Susan K. Lewis
Chief, Real Estate Division

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CF: Pete Mannino, EPA Region II
Spring Coil Bedding, P.O. Box 866, South Plainfield, NJ 07080
Spring Coil Bedding, 333 Hamilton Blvd, South Plainfield, NJ 07080 (via regular mail)



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

July 11, 2007

Real Estate Division
Special Projects Support Branch

Mr. Tom Salgo
Spring Coil Bedding
Building No. 1
333 Hamilton Boulevard
South Plainfield, NJ 07080

Dear Mr. Salgo:

This is regarding Spring Coil Bedding's permanent relocation in connection with the Cornell-Dublier Electronics Superfund Site in South Plainfield, New Jersey. As you are aware, we had provided a 50% advance payment (\$49,400) for your self-move from 333 Hamilton Boulevard on March 20, 2007. At the time the advance was provided, Spring Coil Bedding indicated they were moving to 28 Sager Place in Hillside, New Jersey. Since that time, two other locations have been explored for your permanent relocation as well as a mention of a possible merger with another company.

On June 14th, we were advised that the majority of Spring Coil's personal property had been moved. We subsequently inspected the space at the Hamilton Industrial Park and found items remaining both inside and outside. By letter dated June 21, 2007 (copy enclosed), we advised you that if the premises was not emptied and broom swept in a timely manner we would make arrangements for the removal of all property. In our June 21st letter, we stated that we would arrange for a professional mover to pack and deliver the remaining items to your new location and that we would deduct the amount of the payment for the professional mover from your remaining 50% self-move payment.

As of this date, we have been unable to determine if Spring Coil Bedding has, in fact, reestablished their business. If Spring Coil Bedding has reestablished, we have not been advised of your current location; therefore, we are not able to deliver any remaining property to your new location. **The purpose of this letter is to advise that all personal property (inside and outside) must be removed from the premises no later than July 31, 2007. Any property remaining will be considered to be abandoned and will become the property of the United States Government. At that time, we will make arrangements to have the space emptied and dispose of all items. Any and all costs incurred by the Government in this effort will be deducted from the balance of your self-move payment.**

Since we have been unable to contact you, it is imperative that you contact Christine Milligan upon receipt of this letter. There are many outstanding issues in connection with documentation required for your relocation and the anticipated relocation claims. Mrs. Milligan can be reached at (410) 962-5162; a message may also be left at (888) 867-5215.

Your prompt response and attention to this matter will be greatly appreciated.

Sincerely,

Susan K. Lewis
Acting Chief, Real Estate Division

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CF:

Pete Mannino, EPA Region II

Spring Coil Bedding, P.O. Box 866, South Plainfield, NJ 07080

Spring Coil Bedding, 333 Hamilton Blvd, South Plainfield, NJ 07080 (via regular mail)

Spring Coil Bedding via e-mail at mrsc949@aol.com

U.S. AIR

CORPS OF ENGINEERS
P.O. BOX 1715
BALTIMORE, MARYLAND 21203

OFFICIAL BUSINESS

CERTIFIED MAIL



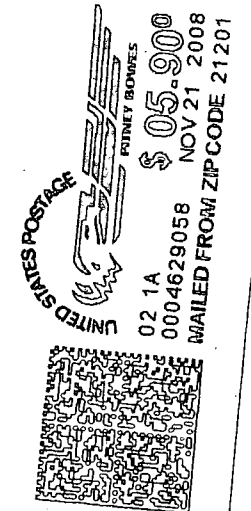
7008 0150 0003 3062 5930

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Yosi Friedman
48 Lee Avenue
Brooklyn, New York

ML
11/24

RETURN TO SENDER
UNCLAIMED



PLACE STICKER AT TOP OF ENVELOPE
DO NOT RETURN ADDRESS, FOLD
THE RIGHT

SENDER: COMPLETE THIS SECTION

- Complete Items 1, 2, and 3. Also complete Item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Yosi Friedman
48 Lee Avenue
Brooklyn, New York 11211

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☐ Agent
X ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number 7008 0150 0003 3062 5930
(Transfer from service label)

Milligan, Chris NAB02

From: Milligan, Chris NAB02
Sent: Wednesday, January 21, 2009 2:35 PM
To: Yosi Friedman (salgoy@gmail.com)
Subject: Incomplete Claim for Spring Coil Bedding
Importance: High

Yosi -- I just wanted to send one last follow-up e-mail to you regarding the claim for Spring Coil Bedding's remaining self-move payment before closing this action out.

As you are aware, Spring Coil bedding had until 30 September 2008 to complete and file any relocation claim documentation. We received your relocation appeal in November of 2008 and have been attempting to provide payment and close out this action since that time.

Please provide the required documentation to me (see below e-mail for detailed information on what is needed) PRIOR TO 16 FEB 2009.

If you have any questions, you may call or e-mail me.

Christine Milligan PMP

Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

From: Milligan, Chris NAB02
Sent: Wednesday, December 31, 2008 9:56 AM
To: Yosi Friedman (salgoy@gmail.com)
Cc: Hawkins, Gloria S NAB02
Subject: Incomplete Claim for Spring Coil Bedding
Importance: High

Yosi --

As of today, I still have not received the Claim for Actual Reasonable Moving and Related Expenses form with an ORIGINAL SIGNATURE. I have received several copies of the first and second pages... without the third (signature) page. This morning, I received a copy only (not original SIGNATURE) with your initials in the "signature" area on the third page.

I can not proceed to process this claim until I received a complete form (all three pages) with an ORIGINAL SIGNATURE (not initials) on the third page.

I have also received another Certified Mail envelope returned as "unclaimed". The address this was sent to was 48 Lee Avenue, Brooklyn, New York 10952. A copy of this was also sent to 26 Olympia Lane, Monsey, New York 10952. The claim form you submitted provides an address of 771 S. 16th Street, Newark, New Jersey 07103. Please advise which of the above addresses should be used for any future correspondence.

I have attached another blank copy of the Claim for Moving Expenses form. Please print all three pages of the form, complete all three pages, and most importantly, be sure to return the third page with an ORIGINAL SIGNATURE (in blue ink) to me. << File: Form-NonRes-Move.doc >>

Our mailing address is USAED, Baltimore, ATTN: CENAB-RE-S (Milligan), P.O. Box 1715, Baltimore, MD 21203-1715
Our street address is USAED, Baltimore, ATTN: CENAB-RE-S (Milligan), 7th Floor, 10 South Howard Street, Baltimore,

MD 21201

I am out of the office until 20 January 2009. Please complete and return the attached form so that I may process your payment when I return to the office.

Christine Milligan PMP

Realty Specialist

(410) 962-5162

(410) 962-0866 (FAX)

(410) 385-5516 (E-FAX)

(410) 591-2247 (cell)

**BLIC VOUCHER FOR PURCHASES AND
SERVICES OTHER THAN PERSONAL**

VOUCHER NO.

U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION
USAED, Baltimore, ATTN: Mary Hollobaugh
City Crescent Building, 7th Floor, Real Estate Division
10 South Howard Street
Baltimore, MD 21201

Note: Above is street/FedEx address - Send check to District

DATE VOUCHER PREPARED
29 January 2009

CONTRACT NUMBER AND DATE

REQUISITION NUMBER AND DATE

SCHEDULE NO.

PAID BY

DATE INVOICE RECEIVED

DISCOUNT TERMS

PAYEE'S ACCOUNT NUMBER

**PAYEE'S
NAME
AND
ADDRESS**

SPRING COIL BEDDING
771 South 16th Street
Newark, New Jersey 07103

Please FedEs Check to CENAB-RE (FedEx address above)

SHIPPED FROM

TO

WEIGHT

GOVERNMENT B/L NUMBER

NUMBER AND DATE OF ORDER	DATE OF DELIVERY OR SERVICE	ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)	QUAN- TITY	UNIT PRICE		AMOUNT
				COST	PER	
		Balance of self-move payment due for move from 333 Hamilton Blvd in S. Plainfield for the Cornell Dublier Superfund Site. Payment (tax extmpt) IAW PL91-646, as amended				29,666.00
(Use continuation sheet(s) if necessary) (Payee must NOT use the space below) TOTAL						29,666.00

PAYMENT:
☐ PROVISIONAL
☒ COMPLETE
☐ PARTIAL
☐ FINAL
☐ PROGRESS
☐ ADVANCE

29,666.00

SUSAN K. LEWIS

Environmental Program Manager, Real Estate Division

DIFFERENCES

Amount verified; correct for

(Signature or initials)

MEMORANDUM

ACCOUNTING CLASSIFICATION

CORNELL DUBLIER ELECTRONICS (CDE) SUPERFUND SITE, South Plainfield, NJ.

Tax I.D. Number on file / in system.

PAID BY	CHECK NUMBER	ON ACCOUNT OF U.S. TREASURY	CHECK NUMBER	ON (Name of bank)
	CASH	DATE		
	\$			

PRIVACY ACT STATEMENT

The information requested on this form is required under the provisions of 31 U.S.C. 82b and 82c, for the purpose of disbursing Federal money. The information requested is to identify the particular creditor and the amounts to be paid. Failure to furnish this information will hinder discharge of the payment obligation.

**Claim for Actual Reasonable
Moving and Related Expenses
Businesses, Nonprofit Organizations
and Farm Operations**

U. S. Army Corps of Engineers

See Page 3 for Privacy Act Statement
before completing this form

USAED Baltimore CENAB-RE-SO

Cornell-Dobler
Superfund Site

AGENCY NAME

PROJECT NAME

TRACT NUMBER

6Y6 6Y5Y843

SPRING COIL BEDDING

YOSI FRIEDMAN

48 LEE AVE

BROOKLYN NY 11211

NAME UNDER WHICH

NAME, ADDRESS & TELEPHONE NUMBER OF PERSON FILING

CLAIMANT CONDUCTS OPERATIONS:

CLAIM ON BEHALF OF CLAIMANT:

Address From Which Claimant Moved:

Address To Which Claimant Moved:

333 HAMILTON BLVD SO. PLAINFIELD NJ 07086

771 S. 16 ST NEWARK NJ 07102

Date First Occupied Property:

Date Move Started: 5/07

Date Move Completed: 1/69

TYPE OF OPERATION: ☐ Business

☐ Nonprofit Organization

☐ Farm Operation

TYPE OF OWNERSHIP: ☐ Sole Proprietorship

☒ Corporation

☐ Partnership ☐ Nonprofit Organization

IS THIS A FINAL CLAIM? ☐ YES

☒ NO (If "No", attach an explanation)

WE NEED TO FIX THE
PLACE UP

DOES CLAIMANT INTEND TO REESTABLISH?

☒ YES

☐ NO

COMPUTATION OF PAYMENT:

ITEM	AMOUNT	FOR AGENCY USE ONLY
(1) Moving Expenses	\$ 98,800	\$ 98,800
(2) Storage Costs	\$	\$
(3) Reasonable Search Expenses	\$	\$
(4) Actual Direct Loss of Personal Property and Substitute Personal Property	\$	\$
(5) Reestablishment Expenses	\$	\$
(6) Other (attach explanation)	\$	\$ - 19,734 *
(7) Total Amount Claimed	\$ 98,800	\$
(8) Amount Previously Received (if any)	\$ 49,400	\$ - 49,400
(9) Amount Requested	\$ 49,400	\$ 49,400

2000

Certification of Eligibility for Relocation Payments and Services: To qualify for relocation advisory services or relocation payments authorized by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended), a "displaced person" must be a United States citizen or national, or an alien lawfully present in the United States. The certification below must be completed in order to receive any benefits. Your signature on this claim form constitutes certification.

Select either **Unincorporated** or **Incorporated**:

☐ **Unincorporated Businesses, Farms, or Nonprofit Organizations:**

The business, nonprofit organization, or farm, commonly known as _____ occupies the property at _____

For each **unincorporated** business, farm, or nonprofit organization, list each owner:

I, _____, as _____ of the business, farm, or nonprofit organization, hereby certify that all individuals are either United States citizens or nationals, or are aliens lawfully present in the United States:

Signature and Date

(May be signed by the principal owner, manager, or operating officer on behalf of other persons with an ownership interest)

☐ **Incorporated Businesses, Farms, or Nonprofit Organizations:**

The business, nonprofit organization, or farm, commonly known as SPRING COIL BEDDING occupies the property at _____

I hereby certify that the corporation listed above is authorized to conduct business in the United States.

Signature and Date

Title

* See attached 20 March 08 e-mail from Patrick Nejeand +
20 Nov 08 letter to Yosi Friedman both RE: \$19,734 deduction

CMA

Supporting Data for Storage Cost:

IS THIS A FINAL CLAIM FOR STORAGE? [] YES [] NO

DATE MOVED TO STORAGE: _____ DATE MOVED FROM STORAGE: _____

NAME & ADDRESS OF STORAGE COMPANY: _____

Should Payment Be Made Directly to Storage Company: [] YES [] NO

ITEM	AMOUNT	FOR AGENCY USE ONLY
Monthly Rate for Storage	\$	\$
Number of Months in Storage		
Total Storage Costs	\$	\$
Amount Previously Received (if any)	\$	\$

Description of Property Stored (List may be attached):

Determination of Reasonable Amount of Search Expenses:

ITEM	AMOUNT CLAIMED	FOR AGENCY USE ONLY
(1) Searching Time-# hours () x hrly earnings rate (\$) =	\$	\$
(2) Transportation-consult Agency for allowable rate per mile	\$	\$
(3) Lodging-Dates: Attach receipts)	\$	\$
(4) Fees Paid to Real Estate Broker or Agent	\$	\$
(5) Cost of Meals	\$	\$
(6) Other Expenses-Specify and attach receipts)	\$	\$
(7) TOTAL SEARCHING EXPENSES-Enter on Line 3 of Page 1	\$	\$

Payment for Actual Direct Loss of Personal Property and Substitute Personal Property: List separately each item for which amount claimed in Column (f) is more than \$500. Other items may be grouped together. The Agency will advise on acceptable method for listing items. Attach additional sheets, as needed.

PART 1	(a) Identify Personal Property for Which Payment for Actual Direct Loss is Requested	(b) Fair Market Value for Continued Use at Present Location	(c) Proceeds From Sale	(d) Value Not Recovered By Sale (b) minus (c)	(e) Estimated Cost of Moving Old Property - Agency enter	(f) Amount Claimed (Lesser of (d) or (e))	(g) For Agency Use Only
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$
		\$	\$	\$	\$	\$	\$

PART 2	(a) Identify Substitute Property for Which Payment is Requested	(b) Actual Cost of Substitute Property Delivered and Installed at New Location	(c) Proceeds From Sale or Trade-In of Property That Was Replaced	(d) Net Cost of Substitute Personal Property (b) minus (c)	(e) For Agency Use Only
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
TOTAL (Add all entries in Parts 1 and 2)					\$
Cost of Effort to Sell Property					\$
Total Amount Claimed (Add lines 1 & 2. Enter on Line 4 of Page 1-Computation)					\$

Claimant's Release of Personal Property: I/We release to the Agency ownership of all personal property remaining on the real property.

Signature

Date

Determination of Reestablishment Expenses: (attach separate sheets, as needed)

Identification of Type of Work Performed	Name, Address & Telephone Number of Contractor	Pay to Contractor	Pay to Claimant	Amount Claimed	Agency Use Only
				\$	\$
				\$	\$
				\$	\$
				\$	\$
TOTAL COSTS (Enter this amount, or \$10,000, whichever is less, on Line 5, Page 1)				\$	\$

Eligible Moving and Related Expenses:

1. Transportation of personal property from the displacement site to the replacement site. Transportation costs for a distance beyond 50 miles are not eligible, unless the Agency determines that beyond 50 miles is justified.
2. Packing, crating, uncrating, and unpacking the personal property.
3. Disconnecting, dismantling, removing, reassembling and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby and modifications to the personal property necessary to adapt it to the replacement structure, the replacement site, or to the utilities at the replacement site, and modifications necessary to adapt the utilities to the personal property.
4. Storage of the personal property, as the Agency determines to be reasonable and necessary.
5. Insurance for the replacement value of personal property in connection with the move and necessary storage. Or, if insurance is not readily available, the replacement value of property lost, stolen, or damaged in the process of moving (not due to negligence by displaced person).
6. Any license, permit fee or certification required of the displaced person at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, or certification.
7. Professional services necessary for (i) planning the move of the personal property, (ii) moving the personal property, or (iii) installing the relocated personal property at the replacement location.
8. Relettering signs and replacing stationary made obsolete as a result of the move.
9. Searching for a replacement location.
10. Actual direct loss of tangible personal property.
11. Providing utilities from the right-of-way to improvements on replacement site.
12. Purchase of substitute personal property.
13. Feasibility surveys, soil testing and marketing studies.
14. Impact fees or one-time assessments for anticipated heavy utility usage.
15. Other moving-related expenses, as approved by the Agency.

Eligible Reestablishment Expenses:

1. Repairs or improvements to the replacement real property as required by law, code or ordinance.
2. Modifications to the replacement property to accommodate the business or make the replacement structure suitable for conducting the business.
3. Construction or installation of exterior signs to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint or carpeting.
5. Advertisement of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site (e.g. rent, utilities, taxes, and insurance.)

Ineligible Expenses:

1. Loss of good will.
2. Loss of profits.
3. Loss of trained employees.
4. Personal injury.
5. Interest on money borrowed to make the move or purchase the replacement property.
6. Purchase of office furniture, trade fixtures, manufacturing materials, supplies or product inventory (except as substitute personal property).
7. Any legal fee or other cost for preparing the claim for moving and related expenses or for representing the claimant before the Agency.
8. Costs for storage of personal property on real property already owned or leased by the displaced person.

Privacy Act Notice: This form is for the use of displaced businesses, nonprofit organizations, and farm operators that wish to apply for a Payment for Actual Reasonable Moving and Related Expenses, including Reestablishment Expenses, rather than apply for a Fixed Payment. (The maximum Fixed Payment is \$20,000.) The Agency will explain the difference between the two types of payments. If you are eligible to choose either payment, the Agency will help you to determine which is most advantageous. If the full amount of your claim is not approved, the Agency will provide you with a written explanation of the reason. If you are not satisfied with the Agency's determination, you may appeal the determination. The Agency will explain how to make an appeal. This information is being collected under the authority of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (as amended). The information may be made available to a Federal Agency for review.

Certification By Claimant(s): I (We) certify that this claim and supporting information are true and complete and that I (we) have not been paid for these expenses by any other source.

SIGNATURE OF CLAIMANT(s) & DATE:**NAME & TITLE (Type or Print)**
 11/1/09

YOSS. FRIEDMAN

TO BE COMPLETED BY AGENCY:

Payment Action	Amount of Payment	Signature	Name (Type or Print)	Date
Recommended	\$ 29,666	Chris Milligan	Chris Milligan	30 Jan 09
Approved	\$ 29,666	Susan K. Lewis	SUSAN K. LEWIS	1/30/09



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

November 20, 2008

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
26 Olympia Lane
Monsey, New York 10952

Mr. Yosi Friedman
48 Lee Avenue
Brooklyn, New York 11211

Dear Mr. Friedman:

This is regarding your FAX received on November 14, 2008 in connection with the permanent relocation of Spring Coil Bedding from the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey.

As previously explained, the claim form you submitted for the balance of the move payment requires that the tax identification number for Spring Coil Bedding be provided. Please provide this information as soon as possible so that we may process the \$29,666 payment for the balance due for Spring Coil's self-move payment. The \$29,666 payment has been computed based on the following information:

\$98,800	Total move cost for entire space
<u>\$49,400</u>	50% advance payment provided to Spring Coil Bedding
\$49,400	Balance
<u>-19,734</u>	Costs incurred by the Government to remove and dispose of abandoned property
\$29,666	Amount now approved for payment

Attached for your information and reference are copies of our letters dated June 21 and July 11, 2007 which advised that the above deduction would be made from the balance of Spring Coil's self-move payment.

As you are aware, Spring Coil Bedding had until March 21, 2008 to reestablish and until September 30, 2008 to complete and submit any and all claim forms in connection with the relocation. Based upon the above timeframes and the fact that, as of this date, Spring Coil Bedding has not reestablished, your request for an extension is hereby denied.

If you wish to appeal this decision, you may do so pursuant to 49 C.F.R. Section 24.10. In order to appeal this decision, you must send a written notice of appeal within sixty (60) days from receipt of this letter to the following address:

Mr. James S. Turkel
Chief, Real Estate Division
U.S. Army Corps of Engineers, Baltimore
ATTN: Real Estate Division
P. O. Box 1715
Baltimore, Maryland 21203-1715

Your letter should clearly state the basis for your appeal. You may request a conference with the reviewing official concerning the appeal, at a mutually agreeable time and place, and you may submit additional information at any time prior to final action on the appeal. The appeal will be considered by the District Commander, reviewed by the Division Commander, and, if action favorable to you cannot be taken, the appeal will be submitted to the Office of the Chief of Engineers for a final administrative action. You will be notified of the decision made at each stage of the appeal proceeding. The final decision will be coordinated with the EPA.

If you have any questions regarding the above, please feel free to contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosures

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

CF: Pete Mannino, EPA Region II

MILLIGAN/CENAB-RE-S/ CM / 5162
LEWIS/CENAB-RE-S

DOCUMENT: SpringCoil-DenyClaim2/cornell/milligan/special/share

MFR: Letter sent both certified mail and regular mail to both addresses shown on 1st page.

Milligan, Chris NAB02

From: Nejand, Patrick C NAN02
Sent: Thursday, March 20, 2008 8:02 AM
To: Milligan, Chris NAB02; 'Mannino.Pietro@epamail.epa.gov'
Cc: Kolb, Neal F NAN02
Subject: RE: Spring Coil/Bldg 1 relocation and removal costs

Attachments: Spring Coil Disposal Costs.xls



Spring Coil Disposal
Costs.xls...

Bldg 1 Spring Coil relocation, removal, disposal and misc. costs		
5/24/2007	Debris relocation/removal	\$595.38
5/25/2007	Debris relocation/removal	\$311.39
7/25/2007	Debris relocation/removal	\$2,456.84
7/26/2007	Debris relocation/removal	\$2,456.84
7/27/2007	Debris relocation/removal	\$446.98
9/4/2007	Debris relocation/removal	\$1,140.11
9/5/2007	Debris relocation/removal	\$1,991.90
9/10/2007	Debris relocation/removal	\$313.18
	Disposal costs (50 tons@\$196.42)	\$9,821.00
	Quality Control/Quality Assurance & Air Monitoring	\$200.00
	Sum of Costs	\$19,733.62

Yes. I have attached a spreadsheet. The majority of the costs are the prime contractor costs from an allowance bid item and negotiated disposal costs based on an estimated volume.

Thank You.
Patrick

-----Original Message-----

From: Milligan, Chris NAB02
Sent: Thursday, March 20, 2008 7:29 AM
To: Nejand, Patrick C NAN02; 'Mannino.Pietro@epamail.epa.gov'
Cc: Kolb, Neal F NAN02
Subject: RE: Spring Coil/Bldg 1 relocation and removal costs

Patrick --

Do you have back-up documentation to support this number (just in case)?

Christine Milligan
Realty Specialist
(410) 962-5162
(410) 962-0866 (FAX)
(410) 385-5516 (E-FAX)
(410) 591-2247 (cell)

-----Original Message-----

From: Nejand, Patrick C NAN02
Sent: Wednesday, March 19, 2008 11:24 AM
To: Milligan, Chris NAB02; 'Mannino.Pietro@epamail.epa.gov'
Cc: Kolb, Neal F NAN02
Subject: Spring Coil/Bldg 1 relocation and removal costs

Chris/Pete,

The government incurred approximately a total cost of \$19,733.62 for relocation of debris/equipment/products, quality control activities and subsequent disposal of the same from Building 1 at the former Spring Coil Bedding facility. Thank You.

Patrick

RELOCATION DATA WORKSHEET

PART I - PROSPECTIVE APPLICANT DATA

PROJECT Cornell-Dublier Electronics Superfund Site, South Plainfield, New Jersey	RELOCATION ASSISTANCE REPRESENTATIVE Christine Milligan	APPLICATION/REMIS NUMBER	
PROSPECTIVE APPLICANT(S)		ANY OTHERS APPLICABLE	
NAME: Spring Coil Bedding AGE: ADDRESS: 771 S. 16 th Street Newark, NJ 07103 PHONE: (H) (W)		NAME	RELATIONSHIP
			SEX & AGE

PART II - PROPERTY ACQUISITION DATA

TRACT NO.	BRIEF DESCRIPTION OF PROPERTY ACQUIRED: N/A - tenant relocation only		
DATE NEGOTIATIONS INITIATED	INFO BROCHURE FURNISHED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	DATE OFFER SIGNED	DATE OFFER ACCEPTED
DATE POSSESSION REQUIRED			
ELIGIBILITY:			
<input type="checkbox"/> 180-DAY OWNER/OCC <input type="checkbox"/> 90-DAY OWNER/OCC <input type="checkbox"/> 90-DAY TENANT <input checked="" type="checkbox"/> BUSINESS/FARM/NON-PROFIT <input type="checkbox"/> MH/LAND OWNER <input type="checkbox"/> MH OWNER/LAND TENANT <input type="checkbox"/> NON-OCCUPANT OWNER <input type="checkbox"/> OTHER			
INTEREST HELD BY APPLICANT:			
<input type="checkbox"/> OWNER <input checked="" type="checkbox"/> TENANT (AMOUNT OF RENT PAID: \$) DATE OCCUPANCY AGMT SIGNED:			
INTEREST ACQUIRED BY GOVERNMENT: <input type="checkbox"/> FEE <input type="checkbox"/> EASEMENT <input type="checkbox"/> LEASE			
SALVAGE RETAINED: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, DESCRIBE SALVAGE TO BE RETAINED AND AMOUNT:		
APPRAISED VALUE \$	DWELLING/HOMESITE BREAKOUT	DT TRACT ACQUIRED	ACQUISITION AMOUNT \$
		DT COMPARABLE HSG APPROVED/AMOUNT / \$	
APPLICANT RESIDES ON PROPERTY: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	IF NO, EXPLAIN: business tenant		
DWELLING OCCUPIED	DATE	NATURE OF BUSINESS ACQUIRED (DESCRIBE):	
		<input checked="" type="checkbox"/> PROFIT <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> FARM	
BUSINESS/FARM/NPO COMMENCED			
STRUCTURE VACATED	BUSINESS PLANS TO RE-ESTABLISH: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
RELOCATIONS ASSISTANCE BENEFITS DISCUSSED WITH DISPLACEE(S) - DATE _____	RESIDENTIAL: <input type="checkbox"/> MOVE TYPES (ACTUAL & FIXED) <input type="checkbox"/> HOUSING DIFFERENTIAL <input type="checkbox"/> CLOSING COSTS * <input type="checkbox"/> RECONNECTION FEES <input type="checkbox"/> PURCHASE AGREEMENT <input type="checkbox"/> DEED <input type="checkbox"/> MORTGAGE INTEREST <input type="checkbox"/> OTHER (i.e. TENANT BENEFITS) BUSINESS/NON-PROFIT/FARM: <input checked="" type="checkbox"/> IN LIEU OF <input checked="" type="checkbox"/> ACTUAL MOVE <input checked="" type="checkbox"/> RE-ESTABLISHMENT <input type="checkbox"/> LICENSE VERIFICATION <input checked="" type="checkbox"/> BUSINESS NAME/TYPE <input type="checkbox"/> OWNERSHIP TYPE <input type="checkbox"/> TAX FORMS <input checked="" type="checkbox"/> FINANCES		
DISPLACEE QUESTIONS - INTERVIEW NOTES	*Closing costs with & without mortgages, survey, recording fees, termite inspections, etc. were discussed.		REMIS WORK ITEM NUMBER:
I (we) hereby attest that the information contained in this Relocation Data Worksheet is correct.	DISPLACEE(S) SIGNATURE: <i>Original with Displacee in file</i> <i>Signature</i> <i>CM</i>		DATE:

TRACT NO.		PART III - PROPERTY TO BE RELOCATED	
		BRIEF DESCRIPTION (attach inventory if necessary)	
HOUSEHOLD FURNISHINGS			
BUSINESS EQUIPMENT & FIXTURES			
FARM EQUIPMENT			
LIVESTOCK			
NON-PROFIT ORGANIZATION PROPERTY			
MISCELLANEOUS (EXPLAIN)			
SITE OF PROPOSED RELOCATION:		DISTANCE	
PART IV - REMARKS			
Investigation by an authorized representative of the Baltimore District, Corps of Engineers, has established:			
Date Occupied: <input type="checkbox"/> Replacement Dwelling; <input type="checkbox"/> Business; <input type="checkbox"/> Farm; <input type="checkbox"/> NP Site-- (date)			
Address of Replacement Site: <u>771 South 16th Street, Newark, NJ 07103</u>			
Date Replacement Site Obtained: _____			
Amount Paid to Purchase Replacement Site: \$ _____			
Date DSS Inspection Performed on Replacement Site: <u>n/a</u> Meets DSS Requirements? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Replacement Site Located Out of Floodplain: <input type="checkbox"/> YES <input type="checkbox"/> NO -- If NO, is habitable area built above the floodplain? <input type="checkbox"/> YES <input type="checkbox"/> NO			
If acquisition was a business or farm, did the acquisition amount include payment for a dwelling unit? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Amount spent for rehabilitation, if necessary, on purchase of replacement dwelling to make it comparable, decent, safe, and sanitary: \$ _____			
Duplication <input type="checkbox"/> will or <input checked="" type="checkbox"/> will not result from allowance of application.			
Applicant moved from tract as a result of acquisition of the tract by the Government for the <u>Cornell Dublier Electronics (CDE) Superfund Site Remediation</u> Project, or as a result of a written order from the Government to vacate said tract; dated: <u>14 Dec 2006 (from EPA) for their 90 day notice and 16 March 2007 (from EPA)</u>			
Recommendations as to each item in the application and factual information to support the recommendations are attached.			
RECOMMENDATIONS: Applicant(s) is/are being displaced for project purposes and is/are requesting the following relocation benefits: IAW §24.301, 49 CFR, Part 24.			
FUTURE APPLICATIONS:			
ATTACHMENTS:		PREVIOUS PAYMENTS & AMOUNT:	
		50% advance for self move (\$49,400) on 30 Mar 08	
		TOTAL PAID: \$49,400	
APPLICANT(S) LEGALLY RESIDE IN THE UNITED STATES		<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
DATE	NAME AND TITLE	SIGNATURE OF RELOCATION ADVISOR:	
<u>30 Jan 09</u>	Christine Milligan Realty Specialist	<u>Christine Milligan</u>	

DETERMINATION OF RELOCATION BENEFITS DUE APPLICANT

PROJECT: Cornell-Dubilier Superfund Site

Date Processed: 30 January 2009

NAME OF APPLICANT(s):
Spring Coil Bedding

MAIL CHECK TO:
Spring Coil Bedding
c/o Yosi Friedman
26 Olympia Lane
Monsey, New York 10952

APPLICATION NUMBER

REMIS No.:)

TRACT NUMBER

The following is a determination of relocation benefits due the above applicant under Public Law 91-646:

1. RESIDENTIAL MOVING EXPENSES

a. Fixed Payment (or)..... \$ _____

b. Actual Reasonable Expenses..... \$ _____

2. NONRESIDENTIAL MOVING EXPENSES (Business ☒ ; Farm ☐ ; NonProfit ☐)

a. Fixed Payment (or)..... \$ 49,400 total

b. Actual Reasonable Expenses..... \$ _____

(1) Moving Expenses..... \$ _____

(2) Storage Expenses..... \$ _____

(3) Direct Loss..... \$ _____

(4) Search Expenses..... \$ _____

(5) Reestablishment Expenses..... \$ _____

TOTAL \$ 49,400 *

**3. REPLACEMENT HOUSING,
HOMEOWNERS:**

a. Housing Differential..... \$ _____

b. Increased Interest..... \$ _____

c. Closing Costs..... \$ _____

TOTAL (Sum of a thru c, as they apply)..... \$ _____

**4. REPLACEMENT HOUSING,
TENANTS**

a. Supplemental Rental Payment... \$ _____

b. Down Payment..... \$ _____

TOTAL (Sum of a or b, as applied)..... \$ _____

5. INCIDENTAL EXPENSES:

a. Recording Fee..... \$ _____

b. Transfer Taxes..... \$ _____

c. Prepayment Costs..... \$ _____

d. Prorated Real Estate Taxes..... \$ _____

TOTAL (Sum of a thru d, as they apply)..... \$ 49,400 *

6. Sum approved for immediate payment..... \$ 29,666 *

REMARKS: * 50% of self move payment (\$49,400) advanced, less Government expenditures to clean out their space (\$19,734), payment now due is final payment/balance in the amount of \$29,666. See 20 March 08 e-mail from Patrick Nejang (to Chris Milligan) and 20 November 08 letter to Yosi Friedman regarding the \$19,734 being deducted from the balance of their self-move payment.

Date:

1/30/09

NAME AND TITLE of APPROVING OFFICIAL:

SUSAN K. LEWIS
Environmental Program Manager

SIGNATURE

Susan K. Lewis

DETERMINATION OF RELOCATION BENEFITS DUE APPLICANT

PROJECT: Cornell-Dubilier Superfund Site

Date Processed: 30 January 2009

NAME OF APPLICANT(s):
Spring Coil Bedding

MAIL CHECK TO:
Spring Coil Bedding
c/o Yosi Friedman
26 Olympia Lane
Monsey, New York 10952

APPLICATION NUMBER

REMIS No.:)

TRACT NUMBER

The following is a determination of relocation benefits due the above applicant under Public Law 91-646:

1. RESIDENTIAL MOVING EXPENSES

a. Fixed Payment (or)..... \$ _____
b. Actual Reasonable Expenses..... \$ _____

2. NONRESIDENTIAL MOVING EXPENSES (Business ☒ ; Farm ☐ ; NonProfit ☐)

a. Fixed Payment (or)..... \$ 49,400 total
b. Actual Reasonable Expenses..... \$ _____
(1) Moving Expenses..... \$ _____
(2) Storage Expenses..... \$ _____
(3) Direct Loss..... \$ _____
(4) Search Expenses..... \$ _____
(5) Reestablishment Expenses..... \$ _____

TOTAL \$ 49,400 *

3. REPLACEMENT HOUSING, HOMEOWNERS:

a. Housing Differential..... \$ _____
b. Increased Interest..... \$ _____
c. Closing Costs..... \$ _____

TOTAL (Sum of a thru c, as they apply)..... \$ _____

4. REPLACEMENT HOUSING, TENANTS

a. Supplemental Rental Payment... \$ _____
b. Down Payment..... \$ _____

TOTAL (Sum of a or b, as applied)..... \$ _____

5. INCIDENTAL EXPENSES:

a. Recording Fee..... \$ _____
b. Transfer Taxes..... \$ _____
c. Prepayment Costs..... \$ _____
d. Prorated Real Estate Taxes..... \$ _____

TOTAL (Sum of a thru d, as they apply)..... \$ 49,400 *

6. Sum approved for immediate payment..... \$ 29,666 *

REMARKS: * 50% of self move payment (\$49,400) advanced, less Government expenditures to clean out their space (\$19,734), payment now due is final payment/balance in the amount of \$29,666. See 20 March 08 e-mail from Patrick Nejand (to Chris Milligan) and 20 November 08 letter to Yosi Friedman regarding the \$19,734 being deducted from the balance of their self-move payment.

Date:

1/30/09

NAME AND TITLE OF APPROVING OFFICIAL:

SUSAN K. LEWIS
Environmental Program Manager

SIGNATURE

Susan K. Lewis

RELOCATION DATA WORKSHEET				
PART I - PROSPECTIVE APPLICANT DATA				
PROJECT Cornell-Dublier Electronics Superfund Site, South Plainfield, New Jersey	RELOCATION ASSISTANCE REPRESENTATIVE Christine Milligan		APPLICATION/REMIS NUMBER	
PROSPECTIVE APPLICANT(S)		ANY OTHERS APPLICABLE		
NAME: Spring Coil Bedding AGE: ADDRESS: 771 S. 16 th Street Newark, NJ 07103 PHONE: (H) (W)		NAME	RELATIONSHIP	SEX & AGE
PART II - PROPERTY ACQUISITION DATA				
TRACT NO.	BRIEF DESCRIPTION OF PROPERTY ACQUIRED: N/A - tenant relocation only			
DATE NEGOTIATIONS INITIATED	INFO BROCHURE FURNISHED	DATE OFFER SIGNED	DATE OFFER ACCEPTED	DATE POSSESSION REQUIRED
na	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
ELIGIBILITY:				
<input type="checkbox"/> 180-DAY OWNER/OCC <input type="checkbox"/> 90-DAY OWNER/OCC <input type="checkbox"/> 90-DAY TENANT <input checked="" type="checkbox"/> BUSINESS/FARM/NON-PROFIT <input type="checkbox"/> MH/LAND OWNER <input type="checkbox"/> MH OWNER/LAND TENANT <input type="checkbox"/> NON-OCCUPANT OWNER <input type="checkbox"/> OTHER				
INTEREST HELD BY APPLICANT:				
<input type="checkbox"/> OWNER <input checked="" type="checkbox"/> TENANT (AMOUNT OF RENT PAID: \$) DATE OCCUPANCY AGMT SIGNED:				
INTEREST ACQUIRED BY GOVERNMENT: <input type="checkbox"/> FEE <input type="checkbox"/> EASEMENT <input type="checkbox"/> LEASE				
SALVAGE RETAINED: <input type="checkbox"/> YES <input type="checkbox"/> NO	IF YES, DESCRIBE SALVAGE TO BE RETAINED AND AMOUNT:			
APPRAISED VALUE \$	DWELLING/HOMESITE BREAKOUT	DT TRACT ACQUIRED	ACQUISITION AMOUNT \$	DT COMPARABLE HSG APPROVED/AMOUNT / \$
APPLICANT RESIDES ON PROPERTY: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO				
IF NO, EXPLAIN: business tenant				
DWELLING OCCUPIED	DATE	NATURE OF BUSINESS ACQUIRED (DESCRIBE): <input checked="" type="checkbox"/> PROFIT <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> FARM		
BUSINESS/FARM/NPO COMMENCED				
STRUCTURE VACATED	BUSINESS PLANS TO RE-ESTABLISH: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
RELOCATIONS ASSISTANCE BENEFITS DISCUSSED WITH DISPLACEE(S) - DATE _____	<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> RESIDENTIAL: <input type="checkbox"/> MOVE TYPES (ACTUAL & FIXED) <input type="checkbox"/> HOUSING DIFFERENTIAL <input type="checkbox"/> CLOSING COSTS * <input type="checkbox"/> RECONNECTION FEES <input type="checkbox"/> PURCHASE AGREEMENT <input type="checkbox"/> DEED <input type="checkbox"/> MORTGAGE INTEREST <input type="checkbox"/> OTHER (i.e. TENANT BENEFITS) </div> <div style="width: 48%;"> BUSINESS/NON-PROFIT/FARM: <input checked="" type="checkbox"/> IN LIEU OF <input checked="" type="checkbox"/> ACTUAL MOVE <input checked="" type="checkbox"/> RE-ESTABLISHMENT <input type="checkbox"/> LICENSE VERIFICATION <input checked="" type="checkbox"/> BUSINESS NAME/TYPE <input type="checkbox"/> OWNERSHIP TYPE <input type="checkbox"/> TAX FORMS <input checked="" type="checkbox"/> FINANCES </div> </div>			
DISPLACEE QUESTIONS - INTERVIEW NOTES	*Closing costs with & without mortgages, survey, recording fees, termite inspections, etc. were discussed.			REMIS WORK ITEM NUMBER:
I (we) hereby attest that the information contained in this Relocation Data Worksheet is correct.	DISPLACEE(S) SIGNATURE: <i>Original with displacee in file</i> <i>CM</i>			DATE: _____ _____ _____

TRACT NO.		PART III - PROPERTY TO BE RELOCATED	
		BRIEF DESCRIPTION (attach inventory if necessary)	
HOUSEHOLD FURNISHINGS			
BUSINESS EQUIPMENT & FIXTURES			
FARM EQUIPMENT			
LIVESTOCK			
NON-PROFIT ORGANIZATION PROPERTY			
MISCELLANEOUS (EXPLAIN)			
SITE OF PROPOSED RELOCATION:			DISTANCE
PART IV - REMARKS			
Investigation by an authorized representative of the Baltimore District, Corps of Engineers, has established:			
Date Occupied: <input type="checkbox"/> Replacement Dwelling; <input type="checkbox"/> Business; <input type="checkbox"/> Farm; <input type="checkbox"/> NP Site-- (date)			
Address of Replacement Site: 771 South 16 th Street, Newark, NJ 07103			
Date Replacement Site Obtained: _____			
Amount Paid to Purchase Replacement Site: \$ _____			
Date DSS Inspection Performed on Replacement Site: n/a Meets DSS Requirements? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Replacement Site Located Out of Floodplain: <input type="checkbox"/> YES <input type="checkbox"/> NO -- If NO, is habitable area built above the floodplain? <input type="checkbox"/> YES <input type="checkbox"/> NO			
If acquisition was a business or farm, did the acquisition amount include payment for a dwelling unit? <input type="checkbox"/> YES <input type="checkbox"/> NO			
Amount spent for rehabilitation, if necessary, on purchase of replacement dwelling to make it comparable, decent, safe, and sanitary: \$ _____			
Duplication <input type="checkbox"/> will or <input checked="" type="checkbox"/> will not result from allowance of application.			
Applicant moved from tract as a result of acquisition of the tract by the Government for the <u>Cornell Dublier Electronics (CDE) Superfund Site Remediation</u> Project, or as a result of a written order from the Government to vacate said tract, dated: 14 Dec 2006 (from EPA) for their 90 day notice and 16 March 2007 (from EPA)			
Recommendations as to each item in the application and factual information to support the recommendations are attached.			
RECOMMENDATIONS:			
Applicant(s) is/are being displaced for project purposes and is/are requesting the following relocation benefits:			
IAW \$24.301, 49 CFR, Part 24.			
FUTURE APPLICATIONS:			
ATTACHMENTS:		PREVIOUS PAYMENTS & AMOUNT:	
		50% advance for self move (\$49,400) on 30 Mar 08	
		TOTAL PAID: \$49,400	
APPLICANT(S) LEGALLY RESIDE IN THE UNITED STATES <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
DATE	NAME AND TITLE	SIGNATURE OF RELOCATION ADVISOR:	
30 Jan 09	Christine Milligan Realty Specialist	<i>Chris Milligan</i>	

2009-02-17 02:50

CHANIE*FRIEDMAN 3884843>> 1845 3716665

P.5/6

under the terms of this lease.

Dated: 10/01/2008

Printed Name: Chanie Friedman

Title: SVP

Street Address: 48 - Lee Av

City/State/Zip: Brooklyn NY 11211

ATT
CHRIS MILLIGAN

2009-02-17 02:46

CHANIE FRIEDMAN

3684843 1845 371 6665

P 1

Commercial Gross Lease

This lease is made between 165T property LLC
 of NEWARK NJ herein called Lessor, and
Spring Coil Bedding of NJ
 herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated at 771 - SOUTH 16 ST NEWARK NJ 07103
 in the City of NEWARK
 County of ESSEX State of NEW JERSEY described as
BLOK AS ES
 specifically.

Part of Building. Specifically, Lessee is leasing the ENTIRE BLOK part of building only.
 Shared Facilities. Lessee and Lessee's employees and customers may use the following additional facilities in common with other tenants, employees and customers:

~~Parking Spaces:~~
~~Restroom Facilities:~~
~~Storage Areas:~~
~~Hallways, Stairways and Elevators:~~
~~Conference Rooms:~~
~~Other:~~

1. **Term and Rent.** Lessor demises the above premises for a term of 3 years, commencing 10/08 OCT
01, 2008, and terminating on 10/01, 2011, or sooner as provided herein at the annual rental
 of \$48,000 Dollars (\$ 48,000) payable in equal installments in advance on the first day
 of each month for that month's rental during the term of this lease. All rental payments shall be made to Lessor, at the address
 specified above. 4100 MARSH

Lessee will pay this rental amount for the entire term of the lease.

Rent will increase each year on the anniversary date of the start of this lease as follows: 3% INCREASE

2. **Use.** Lessee shall use and occupy the premises for MFG OF Bedding. The premises shall
 be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose. Lessee shall not use
 the premises for the purposes of storing, manufacturing or selling any explosives, flammables, or other inherently dangerous
 substance, chemical, thing, or device.

3. Option to Extend.

Option 1. Lessor grants Lessee the option to extend this lease for an additional 3 year(s).
 To exercise this option, Lessee must give Lessor written notice of the intent to do so on or before 7/01/11

☒ Gas
☒ Heat
☒ Air conditioning (Cooling)
☒ Water
☒ Other: Lessee to pay all bills

Any items not checked or specified above will be the responsibility of the Lessor.

9. Insurance.

- A. Lessee will carry fire and extended coverage insurance on the premises.
- B. Lessor will carry public liability insurance, which will include Lessee as an insured party. The public liability insurance will be in amounts of at least:
1 million dollar Dollars (\$ 1,000,000) per occurrence.
Dollars (\$ _____) in any one year.
- C. Lessor and Lessee release each other from any liability to the other for any property loss, property damage or personal injury to the extent covered by insurance carried by the party suffering the loss, damage or injury.
- D. Lessor will give Lessee a copy of all insurance policies Lessee is required to obtain.

10. Taxes.

- A. Lessor will pay all real property taxes levied and assessed against the premises.
- B. Lessee will pay all personal property taxes levied and assessed against Lessee's personal property.

11. Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessor. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

12. Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of the premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

13. Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within ninety (90) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at his option, may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within ninety (90) days, this lease may be terminated at the option of either party. In the event that the building in which the demised premises may be situated is destroyed to an extent of not less than one third of the replacement costs thereof, Lessor may elect to terminate this lease whether the demised premises

be injured or not. A total destruction of the building in which the premises may be situated shall terminate this lease.

14. Quiet Enjoyment. Lessor covenants that on paying the rent and performing the covenants herein contained, Lessee shall peacefully and quietly have, hold, and enjoy the demised premises for the agreed term.

15. Holdover by Lessee. Should Lessee remain in possession of the demised premises with the consent of Lessor after the natural expiration of this lease, a new month-to-month tenancy shall be created between Lessor and Lessee, which shall be subject to all the terms and conditions hereof but shall be terminated on 90 days' written notice served by either Lessor or Lessee on the other party.

16. Disputes.

Litigation. If a dispute arises, either party may take the matter to court.

Mediation and Possible Litigation. If a dispute arises, the parties will try in good faith to settle the matter through mediation conducted by:

_____ a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, either party may take the matter to court.

Mediation and Possible Arbitration. If a dispute arises, the parties will try in good faith to settle the matter through mediation conducted by:

_____ a mediator to be mutually selected.

The parties will share the costs of the mediator equally. Each party will cooperate fully and fairly with the mediator and will attempt to reach a mutually satisfactory compromise to the dispute. If the dispute is not resolved within thirty (30) days after it is referred to the mediator, it will be arbitrated by:

_____ a mediator to be mutually selected.

Judgment on the arbitration award may be entered in any court that has jurisdiction over the matter. The costs of arbitration, including attorney's fees, will be allocated by the arbitrator. Lessor must only participate in the mediation or arbitration of a dispute if Lessee has paid the rent called for by the lease or has placed any unpaid rent in escrow with an agreed upon mediator or arbitrator.

17. Additional Agreements. Lessor and Lessee additionally agree that: LESSOR IS NOT RESP.

FOR ROOF & LEAKS. FURNITURE LESSOR IS
RESPONSIBLE TO FIX UP PROPERTY

18. Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

_____ This option may only be exercised if Lessee is in full compliance with the terms of this lease. The same terms in this lease will apply to any extension of the lease except as follows: _____

Option 2. If Option 1 above is exercised, Lessee has the option to extend this lease for an additional _____ year(s) beyond the first option period. To exercise this option, Lessee must give Lessor written notice of the intent to do so on or before _____. This option may only be exercised if Lessee is in full compliance with the terms of this lease. The same terms in this lease will apply to any extension of the lease except as follows: _____

4. Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of _____ Dollars (\$ 4,000 -) as security for the performance of Lessee's obligations under this lease. Lessor will refund the full security deposit to Lessee within 20 days following the end of the lease permitting the premises are in good condition, except for wear and tear, and Lessee has paid Lessor all monies due under this lease. Lessee may deduct any amounts required to restore the premises to good condition and to collect any monies owed to Lessor under the terms of the lease.

5. Improvements and Alterations.

Lessor, at his own expense and prior to the start of the lease term, will make the repair and improvements listed in Attachment 1 to this contract.

☒ Lessee accepts premises in "as is" condition. Lessor will not make any repairs or improvements prior to the start of the lease term.

Lessee must obtain written consent from Lessor prior to making any alterations or improvements to the premises. Such consent will not be unreasonably withheld by Lessor. Prior to the end of the lease term, Lessee must repair any damage caused by reinstating the premises to its prior condition.

6. Lessor's Representations. Lessor represents that:

- A. At the beginning of the lease term, the premises will be properly zoned for Lessee's stated use and will be in compliance with all applicable laws and regulations.
- B. The premises have not been used for storage or disposal of any toxic or hazardous substances, and Lessor has not received notice from any governmental agency concerning removal of any toxic or hazardous substances from the property.

7. Care and Maintenance of Premises.

- A. Lessor will maintain and make all necessary repairs to: 1) the roof, structural components, exterior walls and interior common walls of the premises; and 2) the plumbing, electrical, ventilating, heating and cooling systems.
- B. Lessor will clean and maintain (including snow removal) the parking areas, yards, common areas and exterior of the premises, including removal of all litter on a regular basis to keep the premises in an attractive condition.
- C. Lessee will clean and maintain Lessee's portion of the building to keep it in an attractive condition.

8. Utilities. Lessor will pay for the following utilities and services:

☒ Electricity

2009-02-17 02:48

CHANIE FRIEDMAN 700-773-7733 1845 371 6665

P 3/6

19. **Notices.** All notices must be in writing. Any notice that either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address specified above, or at such other places as may be designated by the parties from time to time.

20. **Severability.** If any portion of this lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this lease is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21. **Waiver.** No failure of Lessor to enforce any term hereof shall be deemed to be a waiver.

22. **Counterparts.** Any fully signed, identical counterparts of this lease shall be treated as an original.

23. **Modification.** This lease may be modified only by a writing signed by the party against whom a modification is sought to be enforced.

24. **Governing Law.** This lease will be governed by and construed in accordance with the laws of the state

of New Jersey

25. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Attachments, if any, have been made a part of this lease before the parties' execution hereof:

Dated: OCT 15 2008

Lessor

Name of Business: 16th ST Prop. LLC

Printed Name: Sister 12 Street Prop LLC

Title: Officer

Street Address: 771-5 16th Street

City/State/Zip: Newark NJ 07103

DAVID WISSEN

[Signature]

Lessee

Name of Business: Spring Coil Bedding

Printed Name: Yossi Friedman

Title: SVP

Street Address: 48 1st Av

City/State/Zip: Brooklyn NY 11211

[Signature]

Guarantor

By signing this lease, I personally guarantee the performance of all financial obligations of Spring Coil Bedding

or



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

February 25, 2009

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
26 Olympia Lane
Monsey, New York 10952

Dear Mr. Friedman:

Enclosed is U.S. Treasury Check No. 9736-01511051 in the amount of \$29,666 in connection with the permanent relocation of Spring Coil Bedding from the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey.

This check provides the balance due for Spring Coil Bedding's self-move payment. As previously advised, the payment has been computed as follows:

\$98,800	Total move cost for entire space
<u>\$49,400</u>	50% advance payment provided to Spring Coil Bedding
\$49,400	Balance
<u>-19,734</u>	Costs incurred by the Government to remove and dispose of abandoned property
\$29,666	Amount provided as final payment

This check represents the final action and payment in connection with the relocation of Spring Coil Bedding. If you have any questions regarding the above, please contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

Susan K. Lewis
Environmental Program Manager
Real Estate Division

Enclosure

CERTIFIED MAIL

RETURN RECEIPT REQUESTED

CF: Pete Mannino, EPA Region II

MILLIGAN/CENAB-RE-S/ CM / 5162
LEWIS/CENAB-RE-S

DOCUMENT: SpringCoil-Check-Final/cornell/milligan/spcial/share

CM 2-25



DEPARTMENT OF THE ARMY
BALTIMORE DISTRICT, U. S. ARMY CORPS OF ENGINEERS
P. O. BOX 1715
BALTIMORE, MD 21203-1715

February 25, 2009

Real Estate Division
Special Projects Support Branch

Mr. Yosi Friedman
26 Olympia Lane
Monsey, New York 10952

Dear Mr. Friedman:

Enclosed is U.S. Treasury Check No. 9736-01511051 in the amount of \$29,666 in connection with the permanent relocation of Spring Coil Bedding from the Cornell Dublier Electronics (CDE) Superfund Site, also known as the Hamilton Industrial Park, in South Plainfield, New Jersey.

This check provides the balance due for Spring Coil Bedding's self-move payment. As previously advised, the payment has been computed as follows:

\$98,800	Total move cost for entire space
<u>\$49,400</u>	50% advance payment provided to Spring Coil Bedding
\$49,400	Balance
<u>-19,734</u>	Costs incurred by the Government to remove and dispose of abandoned property
\$29,666	Amount provided as final payment

This check represents the final action and payment in connection with the relocation of Spring Coil Bedding. If you have any questions regarding the above, please contact Christine Milligan at (410) 962-5162; you may also call toll-free and leave a message at (888) 867-5215.

Your cooperation throughout this process has been greatly appreciated.

Sincerely,

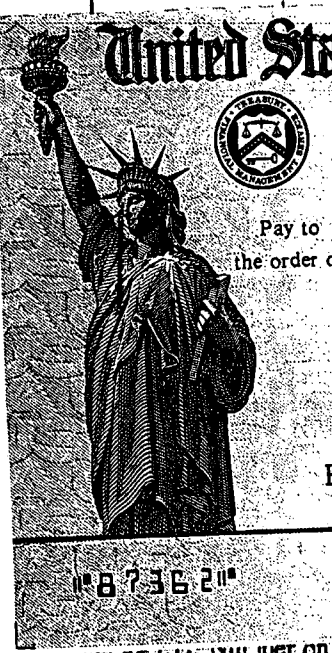
Susan K. Lewis
Environmental Program Manger
Real Estate Division

Enclosure

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

W4549W

Standard Form 103 - Revised October 1987 Department of the Treasury TFRM 4-2000 1004-121		PUBLIC VOUCHER FOR PURCHASES AND SERVICES OTHER THAN PERSONAL			VOUCHER NO.					
U.S. DEPARTMENT, BUREAU, OR ESTABLISHMENT AND LOCATION USAED, Baltimore, ATTN: Mary Hollobaugh City Crescent Building, 7th Floor, Real Estate Division 10 South Howard Street Baltimore, MD 21201 Note: Above is street/FedEx address - Send check to District			DATE VOUCHER PREPARED 29 January 2009		SCHEDULE NO.					
			CONTRACT NUMBER AND DATE		PAID BY					
			REQUISITION NUMBER AND DATE							
PAYEE'S NAME AND ADDRESS SPRING COIL BEDDING 771 South 16th Street Newark, New Jersey 07103 Please FedEx Check to CENAB-RE (FedEx address above)			ENTERED <i>1 hr 2/9</i> CENAB		DATE INVOICE RECEIVED					
					DISCOUNT TERMS					
					PAYEE'S ACCOUNT NUMBER					
					GOVERNMENT B/L NUMBER					
SHIPPED FROM		TO		WEIGHT						
NUMBER AND DATE OF ORDER		DATE OF DELIVERY OR SERVICE		ARTICLES OR SERVICES (Enter description, item number of contract or Federal supply schedule, and other information deemed necessary)		QUANTITY	UNIT PRICE COST PER		AMOUNT (1)	
				Balance of self-move payment due for move from 333 Hamilton Blvd in S. Plainfield for the Cornell Dublier Superfund Site.					29,666.00	



United States Treasury

15-61
000

USACE FINANCE CENTER
MEMPHIS, TN

8736-01511051

Check No.

10-FEB-2009

29,666.00

CONTRACT SPRING COIL

PAY EXACTLY \$*****29666AND00CTS
\$*****29666.00*

SPRING COIL BEDDING
C O USACE CENAB RE C
10 S HOWARD STREET
BALTIMORE MD 21201

VOID AFTER ONE YEAR

Kevin J Heath

E1

8736211 0000000518 015110513

CHECK NUMBER		ON ACCOUNT OF U.S. TREASURY		CHECK NUMBER		ON (Name of bank)	
CASH		DATE		PAYEE'S			
When stated in foreign currency, insert name of currency. If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving official will sign in the space provided, over his official title. When a voucher is receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "reasurer," as the case may be.						PER	
						TITLE	

UNITED STATES POSTAL SERVICE

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

- Sender: Please print your name, address, and ZIP+4 in this box •

U.S. Army Engineer District, Baltimore
ATTN: Real Estate Division *ICENAB.RE-1*
P.O. Box 1715
Baltimore, MD 21203-1715

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. Yosi Freeman
26 Olympia Lane
Monsey, New York 10952

2. Article Number

(Transfer from service label)

7008 0150 0003 3062 6326

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X See 3849

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

5-14

D. Is delivery address different from item 1? ☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☐ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes